

(Department Letterhead)

April 19, 1996

Vendor Name
Street
City, State, Zip

Dear Vendor:

The Department of Information Services, with the attached Request For Proposals (RFP), is initiating a competitive acquisition for purchased services for the provision of video production and satellite broadcast services, development and implementation of outreach plans, and the performance of acquiring, installing and maintaining related equipment. This acquisition will be accomplished in accordance with the schedule contained in the RFP.

If you wish to participate in the procurement process please send me a Letter of Intent to Propose. The letter must be received no later than May 6, 1996. If you plan to attend the Pre-proposal Conference and facility tour, please notify me. There is limited space available for the conference.

The complete response to this RFP must be received at the Department of Information Services no later than 4:00 p.m. on June 14, 1996. Complete instructions on the procedures to be followed appear in the RFP.

Please deliver or mail proposals to :

Agency
Division
Address
Attention: _____, RFP Coordinator

Vendors

#_____

April 19, 1996

Page 2

All communications concerning the RFP must be made through the undersigned. Failure to observe this requirement may result in disqualification of a vendor from further consideration.

If there are any questions, or if I can be of assistance, please call me at 360/407-0435.

Sincerely,

_____, RFP Coordinator

Agency

Division

cc:

REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION AND SATELLITE BROADCAST
SERVICES

RFP #96-RFP-001(WIT)

Released by

Washington State
Department of Information Services
Washington Interactive Television
Olympia, Washington

April 19, 1996

TABLE of CONTENTS

1. INTRODUCTION:	1
1.1. General Information	1
1.2. Scope	3
1.3. Agreement Term	3
1.4. Objective	4
1.5. RFP Coordinator	4
1.6. Acquisition Authority	4
1.7. Acquisition Schedule	4
1.8. Administrative Requirements	5
1.8.1. (MR) Pre-proposal Conference	5
1.8.2. (MR) Letter of Intent to Propose	5
1.8.3. RFP Amendments	6
1.8.4. (MR) Certification and Assurances	6
1.8.5. Mandatory Requirement (MR) Defined	6
1.8.6. Acceptable Alternative Defined	7
1.8.7. Mandatory Scored (MS) Requirement Defined	7
1.8.8. Desirable Option (DO) Defined	8
1.8.9. Vendor Complaints Regarding Specifications	8
1.8.10. (MR) Proposal Response Date and Location	8
1.8.11. Multiple Proposals	9
1.8.12. (MR) Proposal Format Requirements	9
1.8.13. (MR) Proposal Content	10
1.8.14. Waiver of Minor Administrative Irregularities	10
1.8.15. Single Response	10
1.8.16. Proposal Rejection	10
1.8.17. Withdrawal of Proposals	11
1.8.18. Non-endorsement	11
1.8.19. Proprietary Proposal Material	11
1.8.20. Response Property of DIS	11
1.8.21. No Obligation to Buy	12
1.8.22. Cost of Preparing Proposals	12
1.8.23. (MR) Number of Proposal Copies Required	12
1.8.24. Errors in Proposal	12
1.8.25. Third Party Vendor	12
1.8.26. DIS Reserves the Right to Contact References	12
1.9. Minority and Women Business Enterprises Consideration	13
2. (MS) FUNCTIONAL REQUIREMENTS	13

2.1. (MS) Personnel Requirements	14
2.1.1. Professional Research and Analysis	15
2.1.2. Production	16
2.1.3. Public Outreach and Awareness	18
2.1.4. Maintenance/Uplink Engineering	19
2.1.5. Additional Personnel	19
3. VENDOR SUPPORT REQUIREMENTS	20
3.1. Acquisition Support	20
3.1.1. Equipment	20
3.1.2. (MS) KU Band Satellite Transponder Time	21
3.2. (MS) Maintenance Support	21
3.3. (MS) Video Production and Satellite Broadcast Processes	22
3.4. (DO) Integration of Technologies	23
3.5. (MS) Personnel Transition and Training Plan	23
3.6. (MS) Public Outreach and Awareness Plan (Marketing)	23
4. VENDOR INFORMATION REQUIREMENTS	24
4.1. (MR) Vendor Identity	24
4.2. (MR) Description of Vendor Organization	24
4.3. (MS) Customer References	24
4.4. (MR) Vendor Financial Responsibility	25
4.4.1. Publicly Held Corporation	25
4.4.2. Non-Publicly Held Corporation	25
4.5. (MR) Agreement Performance	26
4.6. Pricing Information	26
4.6.1. (MS) Costs	26
4.6.2. Travel Expenses	26
4.6.3. (MR) Cost Not to Exceed	27
4.7. Agreement Award and Execution	27
4.7.1. Agreement Award	27
4.7.2. RFP Inclusion in Agreement	27
4.7.3. Standard Agreement Terms	27
4.7.4. Vendor's Own Terms and Conditions	28
4.7.5. Right to Cancel	28
4.7.6. Expenditure of Funds	28
5. (MS) PRESENTATION REQUIREMENTS	28

6. EVALUATION PROCEDURES	30
6.1. Basis for Evaluation	30
6.2. Evaluation Teams	30
6.2.1. Management Team	30
6.2.2. Technical Team.....	30
6.2.3. Financial Team.....	30
6.2.4. Selection Team	31
6.3. Evaluation Process.....	31
6.3.1. Administrative Screening	31
6.3.2. Mandatory Screening.....	31
6.4. Qualitative Review and Scoring.....	31
6.4.1. Evaluation Criteria and Scoring Techniques	32
6.4.2. Evaluation Points.....	32
6.4.3. Management Evaluation	32
6.4.4. Technical Evaluation	33
6.4.5. Financial Evaluation.....	33
6.5. Selection of Finalists	33
6.6. Presentation	34
6.7. Total Weighted Score	34
6.8. Selection of Apparently Successful Vendor	34
6.9. Optional Vendor Debriefing	34
6.10. Protest by Unsuccessful Vendor	35

APPENDICES

Appendix A	Certification and Assurances
Appendix B	Standard Agreement Terms and Conditions
Appendix C	Personnel Information Form
Appendix D	Financial Evaluation Spreadsheet
Appendix E	Evaluation Point Distribution
Appendix F	Protest Procedures
Appendix G	Proposal Contents
Appendix H	Preliminary Evaluation Checklist
Appendix I	Map to WIT
Appendix J	Cost Form
Appendix K	Personnel Reference Form
Appendix L	Customer Reference Form
Appendix M	WIT Business Strategy and Projected Business Volume
Appendix N	WIT Marketing Plan -- Executive Summary
Appendix O	WIT Production Equipment Inventory
Appendix P	WIT Projects Examples

1. Introduction:

1.1. General Information

The Department of Information Services (DIS) is charged by the legislature with the task of assuring the cost-effective development of a shared, statewide video telecommunications system to serve the legislature, state and local government, the education community, and the citizens of the state. Washington Interactive Television (WIT), a service of DIS in partnership with the Office of the Superintendent of Public Instruction and the Educational Service Districts, is the statewide video telecommunications system offering complete services for Washington state. It is located in Lacey, Washington, three miles from Olympia, the state capitol.

WIT currently provides the following primary services to help meet the legislature's directive:

- Satellite delivery of live, interactive television studio programs
- Video tape productions
- Two-way interactive videoconferencing between two or more sites

Major groupings of WIT service areas:

(Major Equipment Listing, Appendix O)

- **Studio**
Washington Interactive Television, (WIT), operates a fully-equipped broadcast-quality television studio. Major equipment includes three CCD (chip camera) cameras with remote controlled heads and lens with the ability to add a fourth studio camera when needed; teleprompter system on one camera; a large array of Videssence studio lights augmented with special lighting applications; and several wire and wireless microphones and interruption feedback (IFBs).
- **Control Room**
The WIT control room is fully equipped for live broadcast, taped productions, and graphics. Resources include a 24-channel audio board, Sony CD player, Genter 5 line 800 phone system, remote camera control system, character generator, still store system, BetaCam SP record deck, 2 SVHS record decks, Grass Valley 110N video switcher, 16 input and 24 output routing system and monitoring for all systems including satellite downlink return, and interactive videoconferencing system.

Other tape formats include 3/4" U-matic SP and VHS. The house tape standard is BetaCam SP.

- **Editing Bays**

There is an on-line edit bay and an off-line edit bay at WIT to enable service to a diverse customer base. The on-line edit bay is equipped with a Grass Valley 110N video switcher, an audio mixer board, three BetaCam SP record and playback decks, a digital video effects machine (DVE), an edit controller with extended (Edit Decision List) capability and a character generator. The on-line edit bay is routable to the main routing system in the control room. The off-line edit bay is equipped with a recently acquired Avid Media Suite Pro system.

- **Field Gear**

WIT field gear consists of a BetaCam SP CCD camera, augmented with a Lowel light kit, tripod, assorted field mics and monitoring equipment.

- **Satellite Uplink**

WIT has just completed the installation of a satellite uplink facility which includes an on-site fixed single thread Ku-Band system.

- **Satellite Downlink**

WIT has two industrial grade satellite downlink antennas and receivers that can receive C and Ku-Band and are routable to the control room and the house. The Ku-band satellites most commonly utilized by WIT in order of preference are: Galaxy 7, Galaxy 4 and Satcom K2.

- **Multimedia**

WIT is developing a multimedia service offering. WIT houses a fully equipped multimedia lab with the capacity to produce Internet WEB page designs and implementations, multimedia presentations, video graphics, graphic design for print production, and 2-D and 3-D illustrations and animations.

- **Compressed Digital Interactive Videoconferencing**

The production control room at WIT is equipped to interface with the interactive videoconferencing site also located at WIT. This interactive site is one of fourteen operated by the videoconferencing group at WIT. The fourteen sites are similar and the system consists of Compression Labs Inc. (CLI) equipment including the Rembrandt II/VP codecs which is proprietary to CLI. The interface between the WIT control room and the WIT videoconferencing room enables the integration of the statewide videoconferencing system, the studio and the satellite distribution system.

Benefit of WIT's services to other state agencies include:

- Increased participation in events. The location of viewing sites statewide allows more people in the remote regions and in the heavier populated areas the

opportunity to participate (less travel time, lower transportation costs, and less time spent away from the work site).

- Savings in travel, time and expenses. The average cost avoidance to customer agencies is \$8,143 per broadcast event.
- Increased productivity. The customer agency's message is distributed across the state to a greater targeted audience in a more timely manner. If necessary, changes based upon information can be implemented quickly by all participants.
- Face-to-face communication across the state. Audiences can simultaneously view speaker(s) on a monitor. If a live broadcast, there is the option of a call-in question and answer session.
- Wide distribution of consistent message to rural and urban areas.
- Environmentally friendly communication. WIT's service offerings reduce air and car travel, require shorter distances to travel to attend, the participants are rested and alert for their meetings, and the services encourage ride-sharing.

1.2. Scope

The Department of Information Services, Washington Interactive Television (DIS/WIT) currently retains contracted services to supply experienced staff to produce video productions and satellite broadcasts, to develop and implement outreach plans, and to conduct acquisitions and installations for related equipment. The existing agreement expires August 31, 1996. To continue providing these services for customers, DIS is issuing this RFP to competitively acquire similar services for the next five years with a target effective date of September 1, 1996.

The purchased services agreement pursuant to this solicitation will be for services and activities provided by a vendor to meet routine, continuing and necessary needs of DIS. The budgeted first-year cost of these services is \$375,000. The vendor's proposed first-year cost must not exceed that amount. The intent is to select a vendor who fits the culture, objectives, and values of WIT. (See Appendices M and N for overviews.)

WIT may, in the future, seek to expand its services to other locations around the state. To accomplish this expansion, WIT may ask the vendor to supply additional people to support the necessary functions.

1.3. Agreement Term

The initial Agreement term shall be three (3) years commencing September 1, 1996. After the initial three-year period, DIS may extend this Agreement for up to two (2) additional years. The total term of the Agreement may be five (5) years.

Extensions shall be executed by DIS giving written notice to the vendor not less than thirty (30) days prior to the expiration date of the term of the Agreement, subject to any revised terms and conditions which may then be in effect.

1.4. Objective

This Request for Proposals (RFP) is issued by the State of Washington, Department of Information Services (DIS) for the purpose of selecting, on a competitive basis, a qualified vendor to provide a group of experienced individuals to perform the functions described in Sections 2 and 3 of this RFP.

1.5. RFP Coordinator

Upon release of this Request for Proposals (RFP), all vendor communications concerning this acquisition must be directed to the RFP Coordinator listed below. Unauthorized contact regarding the RFP with other state employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on DIS. Vendors should rely only on written statements issued by the RFP Coordinator.

Bobbie Liberty
Department of Information Services
Washington Interactive Television
710 Sleater-Kinney Road, Suite Q
PO Box 42445
Olympia, WA 98504-2445
Tel: 360/407-0435
Fax: 360/438-7996

1.6. Acquisition Authority

This RFP is in compliance with the policies and procedures of the Information Services Board.

1.7. Acquisition Schedule

<u>Event</u>	<u>Date</u>
Issue RFP to vendors	4/19/96
Pre-proposal Conference and tour of facility	5/06/96
Letter of Intent to Propose due (FAX OKAY)	5/06/96

Issue responses to Pre-proposal Conference questions	5/17/96
Deadline for complaints regarding technical specifications	5/28/96
RFP responses due (FAX NOT ACCEPTABLE)	6/14/96
Begin RFP evaluations	6/17/96
Announce finalists	6/24/96
Finalists presentations	7/08/96
Complete evaluations	7/09/96
Announce apparently successful vendor	7/09/96
Contract negotiations begin	7/09/96
Receive Request for Debriefing Conferences (FAX OKAY)	7/15/96
Hold vendor debriefing conferences	7/19/96
Protest period begins	7/22/96
Contract signed	8/26/96

1.8. Administrative Requirements

1.8.1. (MR) Pre-proposal Conference

A mandatory pre-proposal conference, which will include a tour of the facility, is scheduled at 5:30 PM on the date identified in the Acquisition Schedule (Section 1.7) at Washington Interactive Television, 710 Sleater-Kinney Road, Suite Q, Lacey, Washington. A map to this location is included as Appendix I. Each vendor may send a maximum of two (2) representatives.

Specific questions concerning the RFP should be submitted in writing prior to the pre-proposal conference so that DIS representatives may prepare responses in advance of the conference. Additional questions will be entertained at the conference; however, responses may be deferred and provided at a later date. Copies of all written questions and DIS responses will be mailed to all vendors submitting a Letter of Intent to Propose. Only the written responses will be considered official.

The response to any question which is given orally at the conference is to be considered tentative. After the conference, questions will be researched and the official response published in writing. This will assure accurate, consistent responses to all vendors. The conference will be recorded on video and/or by a court reporter.

1.8.2. (MR) Letter of Intent to Propose

A letter indicating the vendor's intent to respond to the RFP must be received by the RFP Coordinator at the address specified in Section 1.5 no later than the date

identified in the Acquisition Schedule (Section 1.7). The letter may be hand-delivered at the Pre-proposal Conference on the date specified in Section 1.7.

Failure to submit a Letter of Intent to Propose by the deadline specified will result in rejection of the vendor's proposal.

Submission of the Letter of Intent to Propose constitutes the vendor's acceptance of the procedures, evaluation criteria, and other administrative instructions of the RFP.

DIS assumes no responsibility for delays caused by the US Postal Service, state mail delivery systems, or any delivery or courier service the vendor may select. Time extensions will not be granted. Letters of Intent to Propose may be delivered by facsimile transmission to the number specified in Section 1.5.

Each vendor must appoint an individual to officially represent the vendor for this acquisition. Include the following information in the Letter of Intent to Propose:

Name of Vendor Representative
Title
Name of Company
Address
Telephone Number
Fax Number
Statement of Intent to Propose

Vendors may withdraw their Letters of Intent to Propose at any time before the deadline for proposal submission.

1.8.3. RFP Amendments

DIS reserves the right to change the acquisition schedule or issue amendments to the RFP at any time. DIS also reserves the right to cancel or reissue the RFP.

1.8.4. (MR) Certification and Assurances

The vendor must certify in writing that all vendor proposal terms, including prices, will remain in effect for a minimum of 120 days after the Proposal Due Date, and that all proposed capabilities can be demonstrated by the vendor. (A form is provided for certification - see Appendix A)

1.8.5. Mandatory Requirement (MR) Defined

A Mandatory Requirement is an essential DIS need that must be met by the vendor. DIS will eliminate from the evaluation process any vendor not fulfilling all Mandatory Requirements or not presenting an acceptable alternative.

Those requirements which are denoted by (MR) will be evaluated on a pass/fail basis only; no scoring is credited.

Failure to meet a Mandatory Requirement (grounds for disqualification) shall be established by any of the following conditions:

1. The vendor states that a Mandatory Requirement cannot be met.
2. The vendor fails to include information necessary to substantiate that a given Mandatory Requirement has been met. *A response of "will comply" is not sufficient.*
3. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
4. The vendor fails to include information requested by a Mandatory Requirement. *A response of "will comply" is not sufficient.*
5. The vendor presents the information requested by this RFP in a manner inconsistent with the instructions stated by Mandatory Requirements of this RFP.
6. Customer references report the vendor's inability to comply with one or more of the Mandatory Requirements.
7. The vendor fails to include the customer references required.

1.8.6. Acceptable Alternative Defined

An acceptable alternative is one which DIS considers satisfactory in meeting a mandatory specification. DIS, at its sole discretion, will determine if the proposed alternative meets the intent of the original mandatory requirement.

1.8.7. Mandatory Scored (MS) Requirement Defined

Bidders must respond to Mandatory Scored requirements. Those requirements which are denoted by (MS) will be evaluated and a score assigned by each evaluator based on the quality of the vendor's response.

Failure to meet a mandatory Scored requirement shall constitute grounds for disqualification and shall be established by any of the following conditions.

1. The vendor states that a Mandatory Scored requirement cannot be met.
2. The vendor fails to include information necessary to substantiate that a given Mandatory Scored requirement has been met. *A response of "will comply" is not sufficient.*
3. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
4. The vendor fails to include information requested by a Mandatory Scored requirement. *A response of "will comply" is not sufficient.*
5. The vendor presents the information requested by this RFP in a manner inconsistent with the instructions stated by Mandatory Scored requirements of this RFP.
6. Customer references report the vendor's inability to comply with one or more of the Mandatory Scored requirements.
7. The vendor fails to include the customer references required.

1.8.8. Desirable Option (DO) Defined

Desirable options are specifications for qualifications and capabilities which DIS would like to acquire but which are not absolutely necessary. Vendors that provide desirable options will be awarded additional points as part of the total available points in the overall evaluation.

1.8.9. Vendor Complaints Regarding Specifications

DIS will consider vendor complaints regarding any requirements before the deadline for proposal submission. All complaints must be in writing and submitted to the RFP Coordinator by the date specified in the Acquisition Schedule (Section 1.7). DIS reserves the right to modify requirements should a vendor complaint identify a change that is in the best interest of DIS.

1.8.10. (MR) Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received by the RFP Coordinator at the address specified in Section 1.5 not later than 4:00 p.m., local time in Olympia, Washington, on the date specified in the Acquisition Schedule (Section 1.7). Proposals will be date and time stamped when they are received. Proposals arriving after the deadline will be returned, unopened, to their senders. All proposals and accompanying documentation will become the property of DIS and may not be returned.

Vendors assume the risk of the method of dispatch chosen. DIS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals (with the exception of Personnel References and Customer References) may not be delivered by facsimile transmission or other telecommunication or electronic means.

1.8.11. Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP.

1.8.12. (MR) Proposal Format Requirements

1.8.12.1. General Instructions

Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material presented must be written in English.

Additional multi-media materials will be required of the finalists (see Section 5 for details).

1.8.12.2. RFP Requirements

Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement. This RFP is available in electronic format Word 6 upon request to the RFP Coordinator.

1.8.12.3. Figures and Tables

Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section number and page number.

1.8.12.4. Material in RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to pre-proposal conference questions, amendments, addenda, and other material published by DIS pursuant to the RFP. The vendor is to disregard any previous draft material and any oral representations it may have received. All responses to the requirements in Sections 2, 3, and 4 of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied. Each proposal must include all referenced manuals.

1.8.12.5. Financial and Management Responses

Management Responses (Volume 1) and Financial Responses (Volume 3) are to be bound separately from the Technical Responses (Volume 2) of the proposal. No pricing information shall appear in the vendor proposal except in the Financial Response (Volume 3 outlined in Appendix G).

1.8.13. (MR) Proposal Content

Proposals shall be presented in the format outlined in Appendix G.

1.8.14. Waiver of Minor Administrative Irregularities

DIS reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

1.8.15. Single Response

A single response (i.e., a proposal from only one vendor) to the RFP may be deemed a failure of competition and, at the sole option of DIS, the RFP may be canceled.

1.8.16. Proposal Rejection

DIS reserves the right to reject any or all proposals at any time without penalty.

1.8.17. Withdrawal of Proposals

Vendors may withdraw a proposal which has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP

Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the proposal closing date and time.

1.8.18. Non-endorsement

As a result of the selection of a vendor to supply products and/or services to DIS, DIS is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to DIS in any literature, promotional material, brochures, sales presentation or the like without the express written consent of DIS.

1.8.19. Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, DIS will comply according to the Open Public Records Act, Chapter 42.17. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Vendor should identify clearly any materials which constitute "(valuable) formulae, designs, drawings, and research data" so as to be exempt from public disclosure under RCW 42.27.310, or any materials otherwise claimed to be exempt, along with a statement of the basis for such claim of exemption. The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify bidder of any request(s) for disclosure within a period of five (5) years from date of award. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the vendor of any claim that such materials are, in fact, so exempt. DIS will not accept responses where pricing is marked proprietary.

1.8.20. Response Property of DIS

All materials submitted in response to this request become the property of DIS. Selection or rejection of a response does not affect this right.

1.8.21. No Obligation to Buy

DIS reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel DIS to purchase.

1.8.22. Cost of Preparing Proposals

DIS is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

1.8.23. (MR) Number of Proposal Copies Required

Vendors are to submit the following numbers of copies of their proposals:

Three (3) copies of Volume 1 (Management Response)

Four (4) copies of Volume 2 (Technical Response).

Two (2) copies of Volume 3 (Financial Response).

1.8.24. Errors in Proposal

DIS will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

DIS reserves the right to make corrections or amendments due to errors identified in proposals by DIS or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposals. All changes must be coordinated in writing with, authorized by, and made by the RFP Coordinator. Vendors are liable for all errors or omissions contained in their proposals.

1.8.25. Third Party Vendor

DIS will accept proposals which include third party services only if the proposing vendor agrees to act as prime contractor and guarantor for all proposed services. Vendors must disclose the use of any third party vendor services and indicate willingness to assume prime contractor responsibility.

1.8.26. DIS Reserves the Right to Contact References.

DIS may, at its option, contact vendor references.

1.9. *Minority and Women Business Enterprises Consideration*

Proposing firms that are certified with the Washington State Office of Minority and Women Owned Business Enterprise will be given extra points as described in Section 6, Evaluation Procedures.

The proposing vendor may qualify for MBE or WBE preference in any of the following ways:

1. The proposing firm is certified by the State of Washington as a Minority Business Enterprise or Women Business Enterprise.
2. The proposing firm guarantees to subcontract at least ten percent (10%) of the services provided under the agreement resulting from this RFP, as measured by dollar volume, to a firm that is certified by the State of Washington as a qualified Minority Business Enterprise.
3. The proposing firm guarantees to subcontract at least four percent (4%) of the services provided under the agreement resulting from this RFP, as measured by dollar volume, to a firm that is certified by the State of Washington as a qualified Women Business Enterprise.

(MR) If the proposing firm claims MBE or WBE credit, Washington State certification of the proposing firm or qualifying subcontractor(s) must be included in Management Response, (Volume 1) of the proposal.

2. (MS) Functional Requirements

This section of the RFP describes the types of services being sought. The vendor must:

- **(MS)** Include in Technical Response (Volume 2), a description of vendor's approach to meeting each of the mandatory requirements in Sections 2.1.1 through 2.1.4, including position titles, experience, responsibility and level of expertise of each of the proposed staff.
- **(MS)** Include in Technical Response (Volume 2), completed Personnel Information forms (Appendix C) for employees who might be assigned to WIT to satisfy each of the functions in Section 2.1.1 through 2.1.4 below. Do not propose the same individual for more than one full-time function. Do not include more than two (2) Personnel Information forms for each

function. Substitutions for experienced staff submitted in Technical Response (Volume 2) must have comparable skills, knowledge and abilities; and must be mutually agreed upon, in writing, by both parties.

- **(MS)** Send a Personnel Reference form (Appendix K) to two (2) organizations for each person proposed for each function in Sections 2.1.1 through 2.1.4 below. Exception: If proposed person has performed the function for only one organization, one Personnel Reference form from this organization will fulfill this requirement. Request organization to mail or Fax reference forms directly to the RFP Coordinator at the address specified in Section 1.5. The RFP Coordinator must receive reference forms from the organizations by the RFP response due date specified in Section 1.7.
- **(MS)** Include in the Financial Response (Volume 3) the rate for each function in Sections 2.1.1 through 2.1.4 below on the form in Appendix J.

2.1. (MS) Personnel Requirements

Each section and subsection 2.1.1 through 2.1.4 below should be considered a function. The parenthesis following the function title indicates the number of people currently required to perform that function. Individuals fulfilling functions designated full-time will be dedicated to WIT.

Roles and staffing levels may vary based on service requirements and newly developing services and state staffing levels. Additional experienced staff from functions 2.1.2 through 2.1.4 may be required to assist with projects (such as script writers and videographers for video tape production) on a temporary or freelance basis. The vendor is not required to complete Personnel Information or Personnel Reference forms on these people. Any function listed as project will not be required every month. DIS will negotiate for those skills on an as-needed basis. DIS may in the future establish State positions for some of the proposed functions.

Standard business practices in the production industry are cyclical in nature with some months being more workload-intensive than others. The rate of pay for the contractors is based on a standard month anticipating fluctuations in the workload, therefore, WIT will not pay overtime. Contractor's employees may be required to travel from time to time outside of the local Lacey/Olympia area for specific productions. In the event such travel is required, DIS will pay per diem and travel rates not to exceed those paid under current state per diem and travel rates. No payment of per diem or travel expenses will be made to Contractor for routine travel to and from the DIS' WIT Center.

2.1.1. Professional Research and Analysis

(Varies--Part-time)

The vendor must provide the technical expertise to perform the following function:

- *Primary function:* Assist WIT Management with planning and implementation in the following areas: engineering, transmission, facilities, facilities and equipment maintenance, equipment recommendations and acquisitions, acquisition of satellite transponder time, interfacing technical systems, staffing, public outreach, communications (public affairs and media relations), and various other production and telecommunications issues for strategic planning and direction on an as-needed basis.

It is anticipated that this function will require approximately 15 hours per month of the vendor's time. This function does not need to be performed on-site. It is understood that the vendor may have several resources to draw upon for this consulting function. The equipment acquisition support portion of this function is further described in Section 3.1.1. The acquisition of KU Band satellite transponder time is further described in Section 3.1.2.

- *Minimum Requirements:*
 - a) Five (5) years managing experience in the television industry.
 - b) Three (3) years experience developing and implementing marketing and communications strategic business planning. ("a" and "b" may run concurrently.)
 - c) Vendor's staff must have applicable licensing and certifications to meet FCC specification.
 - d) Working knowledge of PC-based or Macintosh computers.

2.1.2. Production

The vendor must provide technical expertise to perform each of the following production and studio/satellite functions on site:

2.1.2.1. Production Management

(1 -- Full-time)

- *Primary Function:* Responsible for fiscal management of all productions, and the establishment and implementation of production processes and procedures. Manages all developmental and technical aspects, and implementation of producing satellite programming, as well as in-studio and on-location videos. Ensures excellent production quality and standards.
- *Minimum Requirements:*
 - a) Two (2) years experience managing technical television operations, and producing live broadcast and tape productions in a television environment.
 - b) Two (2) years experience managing the business administration in a television environment.
("a" and "b" may run concurrently.)
 - c) Bachelor's Degree
 - d) Working knowledge of PC-based or Macintosh computers.

2.1.2.2. Directing

(1 -- Full-time)

- *Primary Function:* Directs live studio programs and video tape productions. Leads production team for live programs and video tape productions. Determines look, feel, and style of productions. Works with production management to ensure excellent production quality and standards. Works closely with producers.
- *Minimum Requirements:*
 - a) Two (2) years experience directing live television broadcasts, on-location productions, and post productions.

- b) Two (2) years experience working in broadcast, production, and/or post-production.
- c) Bachelor's Degree
- d) Working knowledge of PC-based or Macintosh computers.

2.1.2.3. Producing for video production and broadcast

(1 -- Full time)

- *Primary Function:* Works with WIT customers to understand and develop the customer's needs into finished products. Coordinates productions with director, organizes production teams, tracks production budgets and ensures production processes are followed.
- *Minimum Requirements:*
 - a) Two (2) years experience producing.
 - b) Two (2) years experience working in broadcast, production and /or post-production
 - c) Bachelor's Degree
 - d) Working knowledge of PC-based or Macintosh computers.

2.1.2.4. Production Assistance

(1 -- Full time)

- *Primary Function:* Assists with field shooting, editing and studio production, and archiving tapes.
- *Minimum Requirements:*
 - a) One (1) years experience in productions.
 - b) Bachelor's Degree can substitute for one year of experience.
 - c) Working knowledge of PC-based or Macintosh computers.

2.1.2.5. Editing

(1 -- Full time)

- *Primary Function:* Edits raw footage into the final product, mixing audio, adding graphics, text and other creative elements as required.

- *Minimum Requirements:*
 - a) Two (2) years experience working as an editor with on-line and off-line editing systems and functions.
 - b) Six (6) months experience of non-linear editing.
 - c) Working knowledge of PC-based or Macintosh computers.

2.1.3. Public Outreach and Awareness

The vendor must provide expertise to perform on site the following functions:

2.1.3.1. Leads

(1 -- Full time)

- *Primary Function:* Works with potential WIT customers developing program ideas, initial budget estimates, and timelines. Develops and implements outreach plans with direct support from experienced Professional Research and Analysis staff (described in 2.1.1).
- *Minimum Requirements:*
 - a) Two (2) years experience in marketing planning and implementation, and budget development.
 - b) Two (2) years experience in public speaking. (“a” and “b” may run concurrently.)
 - c) Bachelor’s Degree.
 - d) Working knowledge of PC-based computers.

2.1.3.2. Assistance

(1 -- Full time)

- *Primary Function:* Assists Lead position in the implementation of outreach plans. Works directly with potential customers in developing program ideas; coordinates and implements workshops, presentations, tours, and demonstrations.
- *Minimum Requirements:*
 - a) One (1) year experience in marketing.
 - b) One (1) year experience in public speaking. (“a” and “b” may run concurrently.)
 - c) Bachelor’s Degree.
 - d) Working knowledge of PC-based computers.

2.1.4. Maintenance/Uplink Engineering

(1 -- Part time)

The vendor must provide an experienced telecommunications engineer with the expertise to perform the following functions on site:

- *Primary Function:* Engineer will be “on-call” on an as-needed basis for satellite broadcasts for uplink. Additionally, will install, test, maintain, troubleshoot, and repair existing and new production and broadcast equipment and systems. Provides technical interfaces between multimedia, videoconferencing, and production technologies. Engineer will be “on-call” to respond to serious maintenance issues, and perform preventative maintenance.
- *Minimum Requirements:*
 - a) Three (3) years experience installing, testing, maintaining, troubleshooting, and repairing analog and digital studio equipment, control room equipment, linear/nonlinear edit systems, satellite uplink equipment, downlink satellite equipment, and interfacing studio equipment with interactive compressed digital videoconferencing equipment.
 - b) Two (2) years experience in all aspects of Ku and C-Band fixed and portable uplink transmission and equipment operations. (“a” and “b” may run concurrently.)
 - c) Must have applicable licensing and certifications to meet FCC specification.

DIS expects this function may be required less than full time. The actual number of hours may vary from month to month but the vendor must charge a flat monthly rate. It is anticipated this function will be required approximately 60 hours per month.

2.1.5. Additional Personnel

(Varies -- Project)

Additional experienced staff from functions 2.1.2 through 2.1.4 may be required to assist with projects (such as script writers and videographers for video tape production) on a temporary or freelance basis. DIS will negotiate for those skills on an as-needed basis. The vendor is not required to complete Personnel Information or Personnel Reference forms on these people.

Probable project positions that may be needed on a consistent basis would likely be multimedia positions. These positions may develop multimedia products including 2-D and 3-D illustrations and animations, Internet web page designs and implementations, multimedia presentations, video graphics, and graphic design for print production. These positions may assist WIT personnel and potential customers to develop and manage budgets, and manage project delivery and quality.

3. Vendor Support Requirements

3.1. Acquisition Support

3.1.1. Equipment

At DIS' sole option, the vendor will conduct the acquisition process for equipment and software, and coordinate delivery to WIT. Vendor must follow Washington State acquisition rules when acquiring equipment and software, and supplying the required documentation to WIT. (A copy of procurement related laws and regulations may be obtained by requesting a Fax from 360/664-2444, or can be found on the Internet at: <http://olympus.dis.wa.gov/procurements/business.html>).

Most of the acquisitions will be for equipment/software that costs less than \$10,000, which can be acquired through direct buys. Equipment/software that costs in excess of \$10,000 will require competitive solicitations including documentation of the process.

(MS) Vendor must describe its experiences and expertise with acquisitions in Technical Response (Volume 2). A response of "*no experience*" is an acceptable response.

(MS) Vendor must include the cost of conducting the acquisition and coordinating the delivery of equipment as part of the Professional Research and Analysis function (Section 2.1.1) on the form in Appendix J to be included in Financial Response (Volume 3). (Installation, testing, and maintenance costs are covered under 2.1.4 Maintenance).

3.1.2. (MS) KU Band Satellite Transponder Time

At DIS' sole option, the vendor will conduct the acquisition process for KU Band satellite transponder time at the best possible price for DIS-specified time. Vendor must describe in the Technical Response (Volume 2) its experience buying KU-Band satellite transponder time and commit to guarantee its prices are not more than five (5) percent higher than competitors' price in the market for transponder time. DIS will conduct spot checks of satellite transponder time prices to ensure vendor's price is within the five percent requirement.

- a) Vendor must describe in Technical Response (Volume 2) its level of accessibility to satellite transponder time, and turn-around from time of request for transponder time.
- b) Vendor must include the cost of conducting the acquisition of satellite transponder time as part of the Professional Research and Analysis function (Section 2.1.1) on Appendix J to be included in the Financial Response (Volume 3).

3.2. (MS) Maintenance Support

The vendor must explain in the Technical Response (Volume 2) its approach to preventive maintenance and the maintenance of WIT's production equipment. The vendor must commit to the development of a maintenance plan within three months of execution of the agreement pursuant to this RFP. That plan must address the following:

- a) On-call hardware maintenance in Lacey, Washington.
- b) Logging of maintenance activities.
- c) Prime shift maintenance shall occur Monday through Friday between 8:00 AM and 8:00 PM (local time).
- d) Non-prime shift maintenance shall occur Monday through Friday between 8:00 PM and 8:00 AM (local time), or anytime on week-ends and Washington State holidays.
- e) The maximum elapsed time between notification of equipment malfunction and arrival on-site by maintenance personnel cannot exceed two (2) hours during prime shift.

- f) Immediately notify DIS of malfunctioning equipment and recommend a course of action to replace or repair the equipment.
- g) Estimate amount of time the Maintenance/Uplink Engineer is required for maintenance function.
- h) Integrate and maintain the technical interface of the terrestrial-based compressed digital videoconferencing system with studio control room and uplink.
- i) Maintenance of equipment purchased prior to this agreement, and maintenance of all equipment purchased by vendor or by DIS during the course of this agreement. (See Appendix O for list of current equipment.)
- j) Preventive maintenance must occur between the hours of 8:00 PM and 6:00 AM (local time), when not in conflict with productions, Monday through Friday or anytime on week-ends or State holidays. Estimate the number of hours per month and time of day that equipment will be inoperative for preventive maintenance.

The vendor must include the cost of developing this maintenance plan in the Professional Research and Analysis function's monthly rate. (See Section 2.1.1 for the function description, and indicate cost on the form in Appendix J).

The vendor must include the cost of implementing this maintenance plan in the Maintenance/Uplink Engineering function's monthly rate. (See Section 2.1.4 for the function description, and indicate cost on the form in Appendix J).

No additional costs shall be paid to the vendor for these maintenance services.

3.3. (MS) Video Production and Satellite Broadcast Processes

Using the following case studies, the vendor must describe in the Technical Response (Volume 2), the process (specific steps, including the budget development process) used in the actual production of a video tape and a satellite broadcast. Descriptions must include working with the clients from the initial contact through program/project completion.

Case Study #1: Video Production

An agency has requested Washington Interactive Television, (WIT), to produce an employee training videotape for internal staff. The purpose of the finished product will be to cross train employees in a specific work unit on all equipment and processes necessary to the unit's function.

Duplications of the finished product will be needed.

Case Study #2: Satellite Broadcast Production

An agency has requested WIT to produce a live interactive television satellite broadcast to its entire staff throughout the state. The purpose of the broadcast is to have the agency director and other key managers in the agency bring the staff up to date on the impact of the legislative session on the agency.

The production will be in two parts:

- General information from the agency director; and
- The agency director and other key managers in the studio will take call-in questions from the staff on a #800 phone system. Satellite downlink sites will be located at all agency offices throughout the state.

3.4. (DO) *Integration of Technologies*

The vendor must describe in Technical Response (Volume 2), its working knowledge and experiences with the integration of terrestrial-based compressed digital videoconferencing system with broadcast studio technology. Please describe specific examples of productions where the greatest challenges were encountered in integrating technology and how the challenges were solved.

3.5. (MS) *Personnel Transition and Training Plan*

- a) The vendor must describe in Technical Response (Volume 2), its plan that will transition its experienced staff to enable them to work within the current WIT environment. This plan must be fully implemented within sixty (60) days of a fully executed agreement pursuant to this RFP. The transition shall be seamless to WIT customers in the delivery of services and to the customer clients.
- b) The vendor must describe in Technical Response (Volume 2), its plans for on-going staff training and professional development.

3.6. (MS) *Public Outreach and Awareness Plan (Marketing)*

The vendor must describe in Technical Response (Volume 2), its philosophy and approach for the outreach and marketing of WIT's full suite of services to government agencies (video production, satellite broadcasts, multi-media, videoconferencing, and potential services). Include well-developed key strategies and several examples of specific tactics. The current marketing plan for WIT is presented in Appendix N.

4. Vendor Information Requirements

4.1. (MR) Vendor Identity

Vendor must provide in Management Response (Volume 1):

- Vendor's business name and home office address
- Home office telephone number
- Name, title and telephone number of vendor's Contracting Officer
- Full address and telephone number of vendor's local office that services the Olympia area; if same as home office, state "same"
- Vendor's Federal Employer ID number

4.2. (MR) Description of Vendor Organization

The vendor must fully describe in Management Response (Volume 1) relevant information regarding the structure and organization of its company, including the following:

- a) Parent and/or subsidiary companies,
- b) Structure of the organization that performs services that are directly related to support of the RFP requirements, and
- c) The total number of years in business.

4.3. (MS) Customer References

DIS must receive at least three (3) Customer Reference forms (Appendix L) from non-vendor owned customers, who have received services from this vendor within the last 24 months. It is acceptable for vendors to use the same customers for the Customer Reference form and the Personnel Reference form. Request customers to mail or Fax reference forms directly to the RFP Coordinator at the address specified in Section 1.5. The RFP Coordinator must receive reference forms from the customers by the RFP response due date as specified in Section 1.7.

The state may, at its option, contact other known vendor customers for references.

4.4. (MR) Vendor Financial Responsibility

4.4.1. Publicly Held Corporation

- a) The vendor must submit in the Management Response (Volume 1) a copy of its most recent audited, or compiled, financial statement with the name, address, and telephone number of a contact in the company's principal financing or banking organization. The financial statement must have been completed by a Certified Public Accountant.
- b) The vendor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist. This information is needed only from this subsidiary or division if there is a parent company.

4.4.2. Non-Publicly Held Corporation

If the vendor is not a publicly held corporation, it may comply with this section by providing the following information in the Management Response (Volume 1):

- a) Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate an opinion about the stability and financial strength of the organization; and
- b) Provide a banking reference; and
- c) Provide a credit rating and name the rating service; and
- d) Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist.

4.5. (MR) Agreement Performance

If the vendor has had an agreement terminated for default during the past five years, all such incidents must be described in the Management Response (Volume 1). Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five years including the other party's name, address and telephone number. Present the vendor's position on the matter. DIS will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, so indicate.

4.6. Pricing Information

4.6.1. (MS) Costs

The vendor must provide prices for each function/service specified in Sections 2 and 3 which include all costs chargeable to DIS as part of the agreement. Appendix J, which will be included in the Financial Response (Volume 3), must be used to detail all rate and cost information. The vendor must commit that the rates and costs will be fixed and shall not be exceeded for a period of twelve (12) months from the date of the fully executed agreement pursuant to this RFP.

4.6.2. Travel Expenses

Contractor's employees may be required to travel from time to time outside of the local Lacey/Olympia area for specific productions. In the event such travel is required, DIS will pay per diem and travel rates not to exceed those paid under current state per diem and travel rates. No payment of per diem or travel expenses will be made to the Contractor for routine travel to and from the DIS' WIT Center.

4.6.3. (MR) Cost Not to Exceed

The financial score of the vendors' proposals over a five (5) year period is determined by applying an assumed five (5) percent per year increase to costs, unless the vendor commits to a lower percentage on the form in Appendix J (Volume 3). The budgeted first-year cost of these services is \$375,000. The vendor's proposed first-year cost must not exceed that amount.

4.7. Agreement Award and Execution

4.7.1. Agreement Award

DIS reserves the right to make an award without further discussion of the proposal submitted; there will be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The vendor shall reference the RFP number, 96-RFP-001(WIT), and specifically stipulate in the Cover Letter that the proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to DIS.

The vendor may supply in the Cover Letter any additional organizational or administrative information desired in order to fully describe the strengths and capabilities of the firm.

4.7.2. RFP Inclusion in Agreement

The general conditions and specifications of the RFP and the successful vendor's response will become part of the agreement. Additionally, DIS will verify vendor representations which appear in the proposal with respect to services performance. Failure of the vendor to produce results promised in the proposal may result in elimination of the vendor from competition or in agreement cancellation or termination.

4.7.3. Standard Agreement Terms

The Apparently Successful Vendor will be expected to enter into an agreement with DIS which is substantially the same as the agreement included with this RFP as Appendix B. The standard clauses (SC), are mandatory in content and must be included verbatim in the agreement.

4.7.4. Vendor's Own Terms and Conditions

In no event is a vendor to submit its own standard agreement terms and conditions as a response to this RFP. The vendor needs to address the specific language in Appendix B and submit whatever exceptions or exact agreement modifications that its firm may have to the proposed terms and conditions. The standard clauses (SC), are mandatory in content and must be included verbatim in the agreement.

The foregoing should not be interpreted to prohibit either party from proposing additional agreement terms and conditions during negotiation of the final agreement.

4.7.5. Right to Cancel

If the agreement negotiation period exceeds 30 days or if the selected vendor fails to sign the final agreement within five (5) business days of delivery, DIS may elect to cancel the award and award the agreement to the next-highest-ranked vendor.

4.7.6. Expenditure of Funds

The DIS Director and Deputy Director are the only individuals who may legally commit DIS to the expenditure of funds for this procurement. No cost chargeable to the proposed agreement may be incurred before receipt of a fully executed agreement.

5. (MS) Presentation Requirements

The three finalists conclusive evaluation will be based on their presentations of the elements listed below. The items may be presented in any order and do not need to be presented in the order given below. One hour and thirty minutes will be allowed for the presentation, followed by a one hour question and answer period. There will also be a 15 minute set-up period and a 15 minute break-down period for the vendor.

The presentation will account for 25% of the total points. DIS/WIT is especially interested in the vendor's presentation skills and capabilities. Content is critical, as well as how the content is communicated.

The vendor's verbal commitments made in the presentation and in the question and answer session will become part of the vendor's response to the RFP and will be scored. The presentation will be recorded on video and/or by a court reporter.

WIT will have available for your use during the presentation an In-Focus projector, overhead projector, screen, VCR monitor, flipchart and supplies, and white board. The vendor will need to supply additional equipment if required.

The following elements must be included in the presentation:

1. Please elaborate on the processes or steps your company would go through to produce the video and broadcast in the case study. (The case study will be sent to the three finalists upon their selection.)
2. Please present your company's recommended Public Outreach and Awareness Plan (Marketing) for WIT. Elaborate on the philosophy and approach to marketing as well as the key strategies and tactics. (Section 3.6)
3. Describe your company's recommended approach to the Professional Research and Analysis function. (Section 2.1.1)
4. Describe your company's experience with integration of technologies. (Section 3.4) Please give examples.
5. Show samples of your company's work including examples of using the following technologies:
 - Video tape productions (for screening purposes vendor should use VHS format)
 - Live broadcasts that have been recorded on tape (for screening purposes vendor should use VHS format)
 - Multi-media work, (if you have developed any products, i.e., Internet Web pages, CD ROM, multimedia for kiosks, video graphics, graphic design for print production, etc.). Vendor must provide PC to demonstrate multi-media.

Please put samples into context and explain backgrounds to the various productions. Mention any awards or accolades.

6. Present your company's vision of the video telecommunications industry in the coming five years. Give particular emphasis to aspects of the industry that may impact WIT.
7. Please elaborate on your company's approach to merging your personnel into the WIT environment. (Section 3.5)
8. Please describe how your company will ensure quality people are hired to perform the functions described in this RFP.

6. Evaluation Procedures

6.1. Basis for Evaluation

The Management evaluation is based upon the information in the Management Response (Volume 1) and the Customer Reference forms (Appendix L). The Technical evaluation is based upon information in the Technical Response (Volume 2) and Personnel Reference forms (Appendix K). The Financial evaluation is based upon information in the Financial Response (Volume 3). The evaluation point distribution is shown under Appendix E. The three finalist will be further evaluated in their presentations based on requirements in Section 5.

6.2. Evaluation Teams

The evaluation procedures will be performed by the RFP Coordinator and several teams formed by State staff. The team evaluations will progress independently of each other, without cross-dissemination of evaluation results (except in the event a proposal is rejected as non-responsive).

6.2.1. Management Team

This team will evaluate the management portions of the response, and may contact references to verify the vendor's claims. The Management Team will not have access to technical or financial data.

The Management Team, along with the Technical Team, will also evaluate the presentations of the finalist vendors (Section 5).

6.2.2. Technical Team

This team will conduct the technical evaluations using the technical proposals and Personnel Reference forms. The Technical Team will not have access to management or financial data.

The Technical Team, along with the Management Team, will also evaluate the presentations of the finalist vendors (Section 5).

6.2.3. Financial Team

This team will evaluate all proposal costs according to the financial evaluation criteria. The same criteria will be applied to all proposals. The Financial Team will not have access to management or technical data.

6.2.4. Selection Team

The Selection team will compile the scores and select the finalist vendors. After the presentations are concluded, the Selection Team will select the apparently successful vendor on the basis of the final result.

6.3. Evaluation Process

The evaluation process is described below.

6.3.1. Administrative Screening

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements as specified in the RFP. Only proposals meeting all of the administrative requirements will be further evaluated (Appendix H).

6.3.2. Mandatory Screening

Next, the Management Team will review Volume 1 of the response to ensure all management mandatory requirements are met; the Technical Team will review Volume 2 of the response to ensure all technical mandatory requirements are met; and the Financial Team will review Volume 3 to ensure all financial mandatory requirements are met. Proposals found not to be in substantial compliance may be rejected from further consideration.

Proposals meeting the mandatory requirements will progress to the next step of the evaluation. The evaluation team may contact the vendor for clarification of any portion of the vendor's proposal.

6.4. Qualitative Review and Scoring

Proposals which pass the preliminary screening and mandatory requirements review will be evaluated and scored based on responses to requirements in the RFP. The evaluators will consider how well the vendor's proposed solution meets the needs of DIS, as described in the vendor's response to each requirement. It is important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal. Evaluations will be based solely on information provided in the responses and from references. The evaluation team may contact the vendor for clarification of any portion of the vendor's proposal.

6.4.1. Evaluation Criteria and Scoring Techniques

Scoring will use pre-established evaluation criteria set out in Appendix E. Each scored item will be given a score by each evaluator. The evaluation teams will score independently of one another. Upon completion of this review, scores will be forwarded to the Selection team.

6.4.2. Evaluation Points

Points will be assigned based on the effectiveness and thoroughness of the completed response as it relates to WIT's business needs in supporting each of the items being rated. A scale of zero to four will be used, where the range is defined as follows:

0. Response to requirement(s) is non-responsive or wholly inadequate; if a mandatory requirement, it will result in the disqualification of the proposal.
1. Below Average - Response to requirement(s) is substandard to that which is average or expected as the norm.
2. Average - (This will be the baseline score for each requirement with adjustments based on evaluation teams interpretation of proposal.)

Average: ordinary or usual type.
Norm: general custom, standard, typical for a group
3. Above Average - Response to requirement(s) is better than that which is average or expected as the norm.
4. Exceptional - Response to requirement(s) is clearly superior to that which is average or expected as the norm.

In addition to the point score assigned, each scored management and technical requirement is assigned a weighted value factor. The raw score given each requirement by the evaluators will be multiplied by the value for that requirement to give the weighted score.

6.4.3. Management Evaluation

Proposals that complete the preceding steps will be evaluated by the Management Team and scored based on the vendors' response to requirements contained in Section 4. The management weighted score will be calculated using the following formula:

$$\frac{\text{Vendor's management score} \times \text{weighting factor}}{\text{Highest scored vendor's management score}} = \text{Vendor's management weighted score}$$

6.4.4. Technical Evaluation

Proposals that complete the steps above will be evaluated by the Technical Team and scored based on the vendors' response to mandatory and desirable requirements contained in Sections 2 and 3. The technical weighted score will be calculated using the following formula:

$$\frac{\text{Vendor's technical score (x) weighting factor}}{\text{Highest scored vendor's technical score}} = \text{Vendor's technical weighted score}$$

6.4.5. Financial Evaluation

Proposals that have met the administrative requirements as specified in the RFP will be evaluated by the Financial Team. The Financial Team will determine the financial score of the vendors' proposals over a five (5)-year period using the spreadsheet found in Appendix D. The calculations assume a five (5) percent per year increase in costs, unless the vendor commits to a lower percentage on the form in Appendix J (Volume 3). This evaluation method will be a five-year net present value (NPV) analysis with a discount rate as determined by the Washington State Treasurers Office.

Appendix D is a copy of the spread sheet that will be used for the financial evaluation. Note that the NPV percentage in Appendix D is six (6) percent. This will be adjusted prior to the evaluation.

If the vendor meets the WBE or MBE goals described in Section 1.9 of this RFP, the vendor's cost will be multiplied by (.95) before entering into the formula below. The financial weighted score will be calculated using the following formula:

$$\frac{\text{Lowest vendor's cost}}{\text{Vendor's cost (x) weighting factor}} = \text{Vendor's financial weighted score}$$

6.5. Selection of Finalists

The Management, Technical, and Financial Teams will each present the results of its respective evaluations to the Selection Team. The three (3) vendors with the highest combined management, technical, and financial scores will be selected as the finalist vendors.

6.6. Presentation

The finalist vendors will be evaluated by the Management and Technical Teams on a presentation as required in Section 5. Finalist vendors failing to successfully execute a presentation will be eliminated from further evaluation.

6.7. Total Weighted Score

The vendor's total weighted score is the sum of:

- a) Total Management weighted score;
- b) Total Technical weighted score;
- c) Total Financial weighted score, and
- d) Total Presentation weighted score.

6.8. Selection of Apparently Successful Vendor

The evaluation process is designed to award the acquisition not necessarily to the vendor of least cost, but rather to that vendor with the best combination of attributes based upon the evaluation criteria.

The Selection Team will compile the scores and select the Apparently Successful Vendor on the basis of the final result.

If an Apparently Successful Vendor is identified, agreement negotiations will begin. If, for any reason, an agreement is not awarded to the first Apparently Successful Vendor, then the next highest ranking finalist vendor may be considered for agreement negotiations.

Vendors eliminated from further competition will be mailed notification by DIS as soon as practical.

6.9. Optional Vendor Debriefing

Vendors which submitted an unsuccessful bid may, by the date specified in Section 1.7, request a meeting for debriefing and discussion of their proposals. The request must be in writing addressed to the RFP Coordinator. The debriefing must be held within five (5) working days of the request.

Debriefing will not include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposal. DIS will attempt to respond to questions and concerns in this debriefing.

6.10. Protest by Unsuccessful Vendor

Upon completion of the debriefing conference, a vendor is allowed five (5) business days to file a formal protest of the acquisition with DIS. Further information regarding the filing and resolution of protests is contained in Appendix F, Protest Procedures.

Appendix A

STATE OF WASHINGTON DEPARTMENT OF INFORMATION SERVICES

CERTIFICATION AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award of continuation of the related contract(s):

1. In preparing this bid or proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties related (or did relate) to this bid, proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this bid or proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
2. I/we understand that the State will not reimburse me/us for any costs incurred in the preparation of this bid or proposal. All bids or proposals become the property of the State, and I/we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid or proposal.
3. I/we certify acceptance of the procedures, evaluation criteria, standard contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. I/we certify that the fee quotation will remain in effect for a minimum of 120 days after the response date identified in the schedule.
5. I/we certify that I/we meet or exceed each of the requirements stated in 96-RFP-001(WIT), Sections 2, 3, and 4, FUNCTIONAL REQUIREMENTS, VENDOR SUPPORT REQUIREMENTS, AND VENDOR INFORMATION REQUIREMENTS.
6. I/we understand that any contracts awarded as a result of this Request for Proposal (RFP) 96-RFP-001(WIT) will incorporate the Terms and Conditions in the sample contract attached as Appendix B to this RFP. I/we certify that I/we will comply with these Terms and Conditions if selected as the apparently successful vendor. Further, I/we understand that if selected as the apparently successful vendor, I/we will have five (5) business days from date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Signature

Bidder

Title

Date

Appendix B

AGREEMENT TERMS AND CONDITIONS

TABLE OF CONTENTS

This section contains:

Standard Clauses (SC) which are mandatory and must be worded as shown.

Routine Use Clauses (RU) should be routinely included in any agreement.

Optional Clauses are not marked.

<u>DEFINITION OF TERMS</u>	1
<u>AGREEMENT TERM</u>	2
<u>Term of Agreement (RU)</u>	2
<u>Survivorship of Provisions</u>	3
<u>RATES, INVOICE AND PAYMENT PROVISIONS</u>	3
<u>Price Protection</u>	3
<u>Payment and Invoice Provisions (RU)</u>	3
<u>Overtime, Per diem and Travel</u>	4
<u>CONTRACTOR'S RESPONSIBILITIES</u>	4
<u>Deliverables</u>	4
<u>Installation and Delivery Dates (RU)</u>	4
<u>Equipment Condition (RU)</u>	4
<u>Maintenance of Equipment (RU)</u>	4
<u>Engineering Changes (RU)</u>	6
<u>Contractor Commitments, Warranties And Representations (RU)</u>	6
<u>Minority And Women's Business Enterprise (MWBE) Participation</u>	7
<u>Confidentiality</u>	7

<u>Site Security</u>	7
<u>Training</u>	7
<u>Interface of Equipment</u>	7
<u>CONTRACT TERMINATION</u>	7
<u>Failure To Perform (SC)</u>	7
<u>Termination for Default</u>	8
<u>Termination for Convenience</u>	8
<u>Termination for Withdrawal of Authority</u>	8
<u>Non-Allocation of Funds (SC)</u>	8
<u>Conflict of Interest</u>	8
<u>Termination Procedure</u>	8
<u>Covenant Against Contingent Fees</u>	10
<u>DISPUTES AND REMEDIES</u>	10
<u>Disputes</u>	10
<u>Attorneys' Fees and Costs</u>	11
<u>Liquidated Damages (RU)</u>	11
<u>Limitation Of Liability (SC)</u>	11
<u>CONTRACT ADMINISTRATION</u>	11
<u>Notices (RU)</u>	12
<u>Order of Precedence</u>	12
<u>Entire Agreement (RU)</u>	12
<u>New and/or Additional Services</u>	12
<u>Changes and Modifications</u>	12
<u>Independent Status of Contractor (SC)</u>	13
<u>Governing Law (SC)</u>	13
<u>Subcontractors (SC)</u>	13

<u>Assignment (RU)</u>	13
<u>Publicity</u>	13
<u>Records, Documents, and Reports</u>	13
<u>Headings</u>	14
<u>GENERAL PROVISIONS</u>	14
<u>Patent And Copyright Indemnification (RU)</u>	14
<u>Save Harmless (SC)</u>	14
<u>Insurance</u>	15
<u>Industrial Insurance</u>	15
<u>Anti-Trust Violations (RU)</u>	15
<u>Compliance with Civil Rights Laws (SC)</u>	16
<u>Severability (SC)</u>	16
<u>Waiver (SC)</u>	16
<u>Use of DIS Facilities</u>	16
<u>Contractor's Proprietary Information</u>	16
<u>Licensing</u>	17
<u>Works for Hire</u>	17
<u>Quiet Possession And Usage (SC)</u>	17
<u>CONTRACT EXECUTION</u>	17
<u>Counterparts</u>	18
<u>Signature Blocks (RU)</u>	18

Exhibit A: Request for Proposals

Exhibit B: Contractor's Response

Appendix B

STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES

PURCHASED SERVICES AGREEMENT

Agreement Number: 97-PCH-001(WIT)

Name and Address of Contractor:

X
X
X

____ Corporation
____ Partnership
____ Sole Proprietorship

Federal ID Number: _____
Washington UBI: _____
OMWBE Number: _____

Is your business registered with the Office of Minority and Women's Business Enterprises?
Yes _____ No _____ If yes, please indicate: Women _____ or Minority _____

This Agreement is made and entered into this _____ day of _____ 1996 by and between the Washington State Department of Information Services, Washington Interactive Television unit, (hereinafter referred to as "DIS") and the above-named service provider, (hereinafter referred to as the "Contractor").

Services will be performed pursuant to the terms of this Agreement and according to the following exhibits: Exhibit A - Request for Proposals, 96-RFP-001(WIT), and Exhibit B - Contractor's response to Request for Proposals. The Agreement with the referenced attachments, will designate the Contractor's responsibilities and DIS' responsibilities; it will also include the nature of the services to be performed, the total cost for said services, and any other necessary details.

Whereas sufficient expertise is not available within the state to undertake and complete required work in the requested time period, and whereas the Contractor is able to provide such services as described in the Agreement, the parties therefore agree to the following terms and conditions:

7. DEFINITION OF TERMS

Definitions as used throughout this Agreement shall have the meanings set forth below.

“**Agreement**” shall mean this document and all schedules and exhibits hereto.

“**Business Days And Hours**” shall mean Monday through Friday, 8:00 AM to 5:00 PM (local time), except for holidays observed by the State of Washington.

“**Contractor**” shall mean [*Contractor’s Name*], its employees and agents. “Contractor” also includes any firm, provider, organization, individual, or other entity performing services under this Agreement. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Agreement.

“**Department Contract Administrator**” shall mean that person designated by the Department of Information Services to administer this Agreement on behalf of the Department of Information Services.

“**Department Contracting Officer**” shall mean the Director, Department of Information Services or the person to whom signature authority has been delegated in writing.

“**DIS**” shall mean the Washington State Department of Information Services, any division, section, office, unit, or other entity of the Department or any of the officers or other officials lawfully representing the Department.

“**Exhibit A**” shall mean the Request for Proposal (RFP) for Video Production and Satellite Broadcast Services issued by the Washington State Department of Information Services dated April 19, 1996.

“**Exhibit B**” shall mean the Contractor’s response dated [*Date*].

“**Production and Broadcast Systems**” shall mean all equipment and software at WIT used for productions and broadcasts.

“**Purchased Services**” also referred to herein as “Services” shall mean those services and activities provided by a Contractor to meet routine, continuing and necessary needs of the agency.

“**RCW**” shall mean the Revised Code of Washington (Washington State Law).

“**Subcontractor**” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The term “subcontractor” means subcontractor(s) of any tier.

8. AGREEMENT TERM

8.1. Term of Agreement (RU)

The initial period of performance of services under this Agreement shall be three (3) years commencing upon _____, 1996, unless otherwise terminated by either party in accordance with the termination provisions of this Agreement. This period of performance may be modified only upon mutual written agreement between the parties. After the initial three-year period, DIS may extend this Agreement for up to two (2) additional years, PROVIDED: The extensions shall be at the exclusive option of DIS and shall be effected by DIS giving written notice of extension to the Contractor not less than thirty (30) days prior to the expiration date of the initial term of this Agreement. No change in Terms and Conditions or increased cost of Contractor’s services shall be permitted during these extensions.

No work shall be performed by Contractor until such time as this Agreement is fully executed by the parties. Thereafter, work shall be performed as set forth in this Agreement or as otherwise mutually agreed, in writing, between the parties.

8.2. Survivorship of Provisions

All transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms and conditions set forth herein notwithstanding the expiration of the term of this Agreement. The following provisions shall remain operative for so long as the Equipment remains in use by an agency or political subdivision of DIS:

- Anti-Trust Violations
- Contractor Commitments, Warranties, Representations
- Counterparts
- Disputes
- Entire Agreement
- Governing Law
- Independent Status of Contractor
- Insurance
- Limitation of Liability
- Notices
- Patent and Copyright Indemnification
- Protection of State's Confidential Information
- Review of Contractor's Records
- Save Harmless
- Severability
- Waiver

9. RATES, INVOICE AND PAYMENT PROVISIONS

9.1. Price Protection

Rates are set forth in Exhibit B, attached hereto and by this reference made a part hereof. Rates for each function/service specified in the RFP shall include all costs chargeable to DIS as part of the Agreement. Said rates shall be fixed and shall not be exceeded for a period of twelve (12) months from the effective date of this Agreement; thereafter, rates may be increased by a maximum of five (5) percent once per year (September 1 through August 31) upon written notice to DIS pursuant to the terms of this Agreement, subject to the provision in the following paragraph.

Such written notice shall be furnished not less than 90 days prior to the commencement of the year in which such rate increases shall become effective. If the Contractor reduces its rates during the term of this Agreement, DIS shall have the benefit of such lower prices.

9.2. Payment and Invoice Provisions (RU)

NO ADVANCED PAYMENT - No advanced payment shall be made for purchased services furnished by the Contractor pursuant to this Agreement. Except as otherwise provided herein, such payments shall be due and payable within thirty (30) days after receipt of such purchased services or after receipt of properly prepared invoices, whichever is later.

TAXES - DIS will pay sales and use taxes imposed on goods or services acquired hereunder. The Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation

Tax, taxes based on the Contractor's income, or personal property taxes levied or assessed on the Contractor's personal property to which DIS does not hold title.

INVOICES - Invoices for work performed shall be submitted, in writing, to the **Business Administration Manager, Washington Interactive Television, Department of Information Services, PO Box 42445, Olympia, WA 98504-2445**. In addition to agreed upon charges, such invoices shall include such information as is necessary for DIS to determine the exact nature of all expenditures and shall reference this Agreement Number 97-PCH-001 (WIT).

9.3. Overtime, Per diem and Travel

In no event will DIS be liable for payment of overtime to the Contractor under this Agreement.

Contractor's employees may be required to travel from time to time outside of the local Lacey/Olympia area for specific productions. In the event such travel is required, DIS will pay per diem and travel rates not to exceed those paid under current state per diem and travel rates. No payment of per diem or travel expenses will be made to Contractor for routine travel to and from the DIS' WIT Center.

9.4. CONTRACTOR'S RESPONSIBILITIES

9.5. Deliverables

The Contractor shall supply experienced individuals with skills necessary for the successful completion of the services as described in Exhibit B. DIS shall have the right to reject Contractor's experienced personnel, who, in DIS' sole opinion, are not qualified to perform work under this Agreement. DIS shall supply the facility in which the services will be conducted. Further, DIS shall in its sole discretion, have the option to maintain personnel levels compatible with fluctuating workload requirements. DIS shall in its sole discretion, have the option to establish State positions for any of the proposed functions. DIS reserves the right to establish state positions for any of the functions/services described in Exhibit B.

9.6. Installation and Delivery Dates (RU)

The Contractor shall install or oversee and coordinate the installation of equipment. The equipment shall not be considered ready for use until the Contractor installs, tests, and provides DIS with documentation that the equipment meets installation and performance specifications and DIS agrees that the equipment is ready and so notifies Contractor in writing.

9.7. Equipment Condition (RU)

Contractor warrants that equipment acquired subject to this Agreement is either (1) newly manufactured from new and serviceable used parts which are equivalent to new in performance, reliability and durability, or (2) identified as refurbished and carries the same warranty as counterpart new equipment.

9.8. Maintenance of Equipment (RU)

Contractor agrees that, for equipment subject to this Agreement, Contractor will, at the sole option of DIS, maintain production and broadcast equipment purchased prior to this Agreement and equipment purchased by the vendor or by DIS during the course of this Agreement to original performance specifications and in

accordance with the following maintenance Terms and Conditions during the pendency of the Agreement. Maintenance for equipment may be discontinued by DIS upon five (5) days written notice to Contractor.

Maintenance charges are as set forth in Exhibit B.

Further, the parties hereto recognize that methods of maintaining equipment may change over time and hereby agree that the methods used hereunder shall, in every respect, be appropriate for DIS' installed technology.

General Provisions

1. DIS shall provide the Contractor access to the equipment to perform maintenance service.
2. Contractor shall maintain the technical interface of the terrestrial-based compressed digital videoconferencing system with studio control room and uplink.
3. Preventive maintenance shall be performed at a time convenient to DIS within or contiguous with contracted periods of maintenance. The Contractor shall specify in writing, the number of hours it requires per month for preventive maintenance and the frequency and duration of such preventive maintenance. The Contractor shall also specify the number of hours per month and time of day that equipment will be inoperative for preventive maintenance. Contractor shall develop and provide to DIS in writing the schedule within which the Contractor shall provide preventive maintenance. The schedule may be modified by mutual agreement.
4. Remedial maintenance shall be performed after notification that equipment is inoperative. The Contractor shall provide DIS with a designated point of contact and shall make arrangements to enable a maintenance representative to receive such notification.
5. Contracted response time is the maximum elapsed time between notification of equipment malfunction and arrival on-site by maintenance personnel which cannot exceed two (2) hours Monday through Friday, excluding Washington State holidays, whenever malfunction requires on-site maintenance.
6. Except for causes beyond the control of the Contractor, if the maintenance personnel fail to arrive at DIS' installation site within the contracted response period, the Contractor shall grant a credit to DIS in the amount of 1/160th of the basic monthly maintenance charges for each "late" hour or part thereof (prorated) beginning with the time of notification and ending with the time of arrival.
7. The Contractor shall furnish a malfunction incident report to the installation upon completion of each maintenance call. The report shall include, as a minimum, the following:
 - a) Date and time notified;
 - b) Date and time of arrival;
 - c) Type and Serial Number(s) of equipment(s);
 - d) Time spent for repair;
 - e) Description of malfunction;
 - f) List of parts replaced;
 - g) Additional charges, if applicable.
7. There shall be no additional maintenance charges for:

- a) Preventive or remedial maintenance, regardless of when performed.
- b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, tools or other required material after a service call has commenced.

Malfunctioning equipment must be repaired or a replacement spare installed by the Contractor's maintenance technician no later than the close of business on the work day following notification of equipment malfunction. If Contractor is unable to meet this deadline, Contractor shall notify DIS immediately and provide the reason for being unable to meet the deadline, and shall provide DIS with the estimated time of repair. Failure of the Contractor to comply with this requirement shall be a failure to perform.

9.9. Engineering Changes (RU)

Contractor warrants that installation of engineering changes DIS or Contractor may require or recommend shall not cause the performance of the equipment modified to be materially degraded below the official equipment manufacturer's official published specifications at the time of installation of the equipment. If such engineering changes are scheduled to take two hours or less, they shall be installed at a mutually agreeable time. Engineering changes scheduled to take in excess of two hours shall be installed at a mutually agreeable time.

9.10. Contractor Commitments, Warranties And Representations (RU)

Any written commitment by the contractor within the scope of this contract shall be binding upon the contractor. Failure of the contractor to fulfill such a commitment may constitute breach and shall render the contractor liable for liquidated or other damages due DIS under the terms of this contract.

For purposes of this contract, a commitment by the Contractor, which must be in writing, includes: (1) prices and options committed to remain in force over a specified period(s) of time; (2) any warranty or representation made by the Contractor in a proposal as to hardware or software performance or any other physical, design or functional characteristics of a equipment, software package, system or other product; (3) any warranty or representation made by the Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; (4) any modification of or affirmation or representation as to the above which is made by Contractor in writing in or during the course of negotiation whether or not incorporated into a formal amendment to the proposal in question; and (5) any representation by the Contractor in a proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices and options committed to remain in force over a fixed period of time or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this contract.

9.11. Minority And Women's Business Enterprise (MWBE) Participation

Failure of the Contractor to comply with the established MWBE requirements as set forth in Contractor's Response (Exhibit B) is a material breach of this Agreement and may subject the Contractor to penalties and other remedies under Washington Purchaser Law.

NOTE: The preceding MWBE provision is an optional term of this Contract and is applicable only when MBE or WBE credit is given to Contractor's Response during evaluation.

9.12. Confidentiality

The Contractor acknowledges that much of the material and information which had or will come into its possession or knowledge in connection with this Contract or its performance, may consist of confidential and proprietary data, whose disclosure to or use by third parties may be damaging.

Access to information concerning individual recipients of DIS's services or individual clients shall not be granted except as authorized by law or agency rule.

The Contractor, therefore, agrees to hold all such material and information in confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees requiring such information, and not to release or disclose it to any other party.

9.13. Site Security

Contractor, its agents, employees or subcontractors shall conform in all respects with physical, fire or other published security regulations while on DIS' premises.

9.14. Training

Contractor will provide training for Contractor-provided personnel as described in Exhibit B to transition personnel into the current WIT environment, and for on-going technical training and professional development.

9.15. Interface of Equipment

Contractor warrants that Equipment they propose we acquire hereunder will connect without modification or damage to existing production and broadcast systems.

10. CONTRACT TERMINATION

10.1. Failure To Perform (SC)

In the event Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and 30 days after written notice of said failure to perform is provided to Contractor said failure has not been cured, then DIS may withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

10.2. Termination for Default

If either party violates any of these terms and conditions, or fails to fulfill its performance obligations pursuant to this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

10.3. Termination for Convenience

The Department Contracting Officer may, by written notice, terminate this Agreement immediately in whole or in part, when it is in the best interests of DIS. If this Agreement is so terminated, DIS shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

10.4. Termination for Withdrawal of Authority

In the event that the authority of DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, DIS may terminate this Contract under the **Termination For Convenience** clause.

10.5. Non-Allocation of Funds (SC)

If funds are not allocated for this contract for periodic payment in any future biennial fiscal period, DIS will not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current biennium. DIS agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to DIS in the event this provision shall be exercised. This provision shall not be construed so as to permit DIS to terminate this contract in order to acquire similar equipment, software or services from a third party.

10.6. Conflict of Interest

DIS may terminate this Agreement, by written notice to the Contractor, if it is found after examination that there is a violation by the Contractor of:

1. Ethics in Public Service, Chapter 42.52 RCW; or
2. Any similar statute involving the Contractor in the procurement of Services under this Agreement.

In the event this Agreement is terminated as provided above, DIS shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor. The rights and remedies of DIS provided by this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

10.7. Termination Procedure

Upon termination of this Agreement, DIS, in addition to any other rights provided in this Agreement, may require the Contractor to deliver to DIS any property or equipment specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions for Use of DIS Facilities shall apply in such property transfer.

DIS shall pay to the Contractor the agreed upon price for Services rendered by the Contractor prior to the termination of this Agreement, PROVIDED THAT, in no event shall DIS pay to the Contractor an amount greater than the Contractor would have been entitled to if this Agreement had not been terminated. Failure

to agree with such determination shall be a dispute within the meaning of the Disputes provision of this Agreement. DIS may withhold from Contractor any amounts due the Contractor for such completed work or Services such sum as the Department Contract Administrator determined to be necessary to protect DIS' potential loss or liability.

The rights and remedies of DIS provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise specified by the Department Contract Administrator, the Contractor shall:

- a) Stop work under this Agreement on the date, and to the extent specified, in the notice. Contractor shall complete any work under this Agreement which has not been terminated by the Department Contracting Officer.
- b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- c) Assign to DIS, in the manner, at the times, and to the extent specified by the Department Contracting Officer, all of the rights and interest of the Contractor under the orders and subcontracts so terminated, in which case DIS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department Contract Administrator to the extent s/he may require which approval or ratification shall be final for all the purposes of this section.
- e) Transfer title to DIS and deliver in the manner, at the times, and to the extent directed by the Department Contracting Officer, any property which, is required to be furnished to DIS.
- f) Take such action as may be necessary, or as the Department Contracting Officer may direct for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which DIS has an interest.

The Contractor shall pay within thirty (30) days of termination any damages due DIS as the result of liquidated damages or termination for default.

10.8. Covenant Against Contingent Fees

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement:

- a) Upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee,
- b) Excepting bona fide employees or a bona fide established commercial or selling agency of the Contractor.

DIS shall have the right, in the event of breach by the Contractor, of the above-stated provision, to:

- a) Annul this Agreement without liability, or,
- b) In its discretion, deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

11. DISPUTES AND REMEDIES

11.1. Disputes

In the event a bona fide dispute concerning a question of fact arises between DIS and the Contractor and it cannot be resolved between the parties with the aid of their respective Contract Administrators, either party may initiate the dispute resolution procedure provided herein.

Disputes shall be resolved as quickly as possible. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party must respond in writing within three (3) State working days.

- a) Then, both parties shall have three (3) State working days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after the three (3) days, a dispute resolution panel may be appointed.
- b) Each party will designate a panel member, and those two panel members will appoint a third individual to the panel.
- c) The panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

DIS and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement which are not affected by the dispute.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible. Neither party shall commence litigation against the other before the panel has issued its decision on the matter in dispute.

11.2. Attorneys' Fees and Costs

If any litigation is brought to enforce any term, clause, or provision hereof, the prevailing party shall be awarded its attorneys' fees together with expenses and costs incurred with such litigation including fees, costs, and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution.

11.3. Liquidated Damages (RU)

Liquidated Damages - General

Any delay by the Contractor to perform will interfere with the proper implementation of DIS's programs to the loss and damage of DIS.

As it would be impracticable to fix the actual damage sustained in the event of any such failure to perform, DIS and the Contractor, therefore, presume that in the event of any such failure to perform, the amount of damage which will be sustained will be the amount set forth in the following paragraphs and they agree that the Contractor and DIS shall pay such amount as liquidated damages and not as a penalty.

Amounts due DIS as liquidated damages may be deducted by DIS from any money payable to the Contractor pursuant to this Agreement, DIS may bill the Contractor as a separate item. DIS shall notify the Contractor in writing of any claim for liquidated damages pursuant to this provision at least 30 days prior to the date DIS deducts such sums from money payable to the Contractor.

Liquidated damages provided for under the terms of this Agreement are subject to the same limitations as provided for in the provision entitled "Limitation of Liability."

11.4. Limitation Of Liability (SC)

The parties agree that neither the Contractor nor DIS shall be liable to each other, regardless of the form of action, for consequential damages. The parties further agree that neither shall be liable to the other for any lost profits or any demand or claim, regardless of the form of action, against one another by any other person.

Neither the Contractor nor DIS shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor, DIS or their respective subcontractors.

12. CONTRACT ADMINISTRATION

12.1. Notices (RU)

Any notices or other communications to be given under this Agreement shall be sent to the following Department Contract Administrator :

DIS:

CONTRACTOR:

Director
Communications and Video Technologies
Washington Interaction Television
Department of Information Services
PO Box 42445
Olympia, WA 98504-2445
Phone: (360) 407-9487
Fax: (360) 438-7996

12.2. Order of Precedence

DIS' Request for Proposals (RFP) Number 96-RFP-001(WIT), dated April 19, 1996, and the Contractor's response thereto dated _____, which are attached hereto and, by this reference, are incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, DIS' RFP and/or the Contractor's response, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Contractor's response.

12.3. Entire Agreement (RU)

This Agreement sets forth the entire agreement between the parties. Any understandings, agreements, representations, or warranties not contained in this Agreement, documents incorporated herein by reference and/or attachment, or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, services, price, quality, or specifications of this Agreement will be effective without the written consent of both parties.

12.4. New and/or Additional Services

New and/or additional Services and Services offerings may be added to this Agreement at any time as need or desire may dictate. It is expressly understood and agreed that new and/or additional DIS Services offerings shall become effective only if set forth in an amendment and made part of this Agreement.

12.5. Changes and Modifications

Any changes to this Agreement, services to be performed, or in the deliverables, must be agreed upon by both parties in writing and signed by both parties.

12.6. Independent Status of Contractor (SC)

The parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

12.7. Governing Law (SC)

This Agreement shall be governed in all respects by the law and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

12.8. Subcontractors (SC)

The Contractor may, with prior written permission from DIS, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to DIS for any breach in the performance of the Contractor's duties.

12.9. Assignment (RU)

Neither DIS nor the Contractor shall assign this Agreement either in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld, and provided such assignment does not relieve either party from its duties or obligations hereunder.

12.10. Publicity

The Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity matters relating to any Product furnished by the Contractor wherein DIS' name is mentioned or language used from which the connection of DIS' name therewith may, in DIS' judgment, be inferred or implied; and the Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of DIS.

12.11. Records, Documents, and Reports

The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by DIS, the Office of The State Auditor, and the federal officials so authorized by the law. The Contractor will retain all books, records, documents, and other material relevant to this Agreement for five years after settlement, and the Office of The State Auditor, federal auditors, and any persons duly authorized by DIS shall have full access to and the right to examine any of said materials during said period.

12.12. Headings

The headings of sections of this Agreement are for convenience of reference only and are not intended to affect the interpretation of the provisions of the Agreement.

13. GENERAL PROVISIONS

13.1. Patent And Copyright Indemnification (RU)

Contractor will at its expense defend DIS against a claim that equipment or programming supplied hereunder infringes a U.S. or foreign patent or copyright, or that the equipment's operation pursuant to a current release and modification level of any programming supplied by Contractor infringes a U.S. or foreign patent. Contractor will pay resulting costs, and attorney's fees finally awarded provided that:

- a) DIS promptly notifies Contractor in writing of the claim; and
- b) Contractor has sole control of the defense and all related settlement negotiations. If such claim has occurred or in Contractor's opinion is likely to occur, DIS agrees to permit Contractor at its option and expense either to procure for DIS the right to continue using the equipment or programming or to replace or modify the same so that they become non-infringing and functionally equivalent. If neither of the foregoing alternatives is reasonably available, DIS agrees to return the equipment or programming at Contractor's risk and expense upon written request by Contractor. In the event the product has been installed less than one year, transportation to the initial installation site paid by DIS shall be refunded by Contractor. Contractor agrees to grant DIS a credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment.

For this section only, the depreciation shall be calculated on the basis of a useful life of six (6) years commencing on the effective date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of 365 days per year.

Contractor has no liability for any claim based upon the combination, operation or use of any equipment or programming supplied hereunder with equipment not supplied by Contractor or with any program other than or in addition to programming supplied by Contractor, if such claim would have been avoided by use of another program capable of performing the same function or result. Contractor has no liability for any claim based upon alteration of the equipment or modification of any programming supplied hereunder, if such claim would have been avoided by the absence of such alteration or modification.

The foregoing states the entire obligation of Contractor with respect to infringement of patents and copyrights.

13.2. Save Harmless (SC)

Contractor shall protect, indemnify and save DIS harmless from and against any damage, cost or liability for any or all injuries to persons or tangible property arising from acts or omissions of Contractor, its officers, employees, agents, or subcontractors howsoever caused.

13.3. Insurance

Liability and Auto Insurance. Contractor shall, during the term of this Agreement, maintain in full force and effect, the insurance described in this Section with an insurance carrier or carriers approved by the

Department Contracting Officer, which approval shall not be unreasonably withheld. The minimum acceptable limits and types of coverage shall not be less than \$1 million combined single limit per occurrence for each of the following categories:

Public liability covering the risks of bodily injury, property damage and personal injury (including death);

Automobile liability (owned or non-owned) covering the risks of public liability and property damage; and

Professional liability insurance, covering among other matters, errors and omissions of Contractor in performing the Services and in producing the Deliverables.

Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for DIS pursuant to this Section shall not be revoked by the insurer until 30 days after notice of intended revocation thereof shall have first been given to DIS by such insurer.

Contractor shall furnish to DIS copies of certificates of all required insurance within 30 days of the Effective Date, as specifically requested in this Agreement.

13.4. Industrial Insurance

The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this Agreement. The State will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

The Contractor shall be primarily and directly responsible for the payment of all Washington State Industrial Insurance Fund payment of all employer's premiums for all the Contractor's employees engaged in work under this Agreement where the work or employees are subject to the provisions of Chapter 51 RCW. The Contractor shall make sure all applicable contributions or premiums for Contractor employees are collected and paid as required by said statute.

13.5. Anti-Trust Violations (RU)

Contractor and DIS recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact usually borne by DIS. Therefore, the Contractor hereby assigns to DIS any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to DIS resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this Agreement.

13.6. Compliance with Civil Rights Laws (SC)

During the performance of this Agreement, the Contractor shall comply with all federal and state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C 12101 et seq; the Americans with Disabilities Act (ADA); Title 49.60 RCW, Washington Law Against Discrimination. In

the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements with DIS. The Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Agreement, Contractor may be subject to penalties under federal and state law.

13.7. Severability (SC)

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

13.8. Waiver (SC)

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

13.9. Use of DIS Facilities

Any property of DIS furnished to the Contractor shall, unless otherwise provided herein, or approved by the Contracting Officer, be used only for the performance of this Agreement.

The Contractor shall be responsible for any loss or damage to property of DIS which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to DIS in like condition to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to, any DIS property, the Contractor shall notify the Contracting Officer thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to DIS all property of DIS prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of his employees, agents, or subcontractors.

13.10. Contractor's Proprietary Information

Contractor acknowledges that DIS is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Agreement shall be a public record as defined in RCW 42.17.250 to .340. Any specific information that is contained in the Contractor's Response (Exhibit B) that is confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with Chapter 42.17 RCW, DIS shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, DIS will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS will release the requested information on the date specified.

13.11. Licensing

The Contractor agrees to comply with all state licensing standards and any standards or criteria established by DIS to assure quality services.

13.12. Works for Hire

Data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976, and shall be owned by DIS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, film, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Customer shall notify DIS promptly, in writing, of each notice or claim of copyright infringement received by the Customer with respect to any data delivered under this Agreement. In the event that DIS provides application development services to Customer, Customer will enjoy a perpetual royalty-free license to use any custom application code developed exclusively for it. Contractor agrees to instruct its employees not to copy or duplicate any programs or work products or any portion thereof, in any form, or make any disclosure with reference thereto to any third party.

13.13. Quiet Possession And Usage (SC)

DIS upon paying the amounts due hereunder and performing all other covenants, terms, and conditions on its part to be performed hereunder, may and shall peacefully and quietly have, hold, possess, and enjoy the equipment/software for the term provided without suit, molestation, or interruption.

14. CONTRACT EXECUTION

14.1. Counterparts

This Agreement is to be executed in duplicate originals and each duplicate shall be deemed an original copy of the Agreement signed by each party, for all purposes.

14.2. Signature Blocks (RU)

The parties acknowledge and accept the terms and conditions of this Agreement 97-PCH-001(WIT). In witness thereof, the parties have signed this Agreement.

THE STATE OF WASHINGTON DEPARTMENT
OF INFORMATION SERVICES

CONTRACTOR

Signature *Date*

Signature *Date*

Name/Title

Name/Title

Appendix C

PERSONNEL INFORMATION

(To be completed by Vendor)

Employee Name

Function

- *Education:*

High School ____ Some College ____ Bachelor's Degree ____ Advanced Degree _

- *Experience performing this function :*

1-3 years ____ 3+ - 6 years ____ 6+ - or more ____

- *Is this individual currently employed by vendor?* Yes ____ No ____

- *Has this person been a Washington State employee within the last 24 months ?*

- Yes ____, No ____

- *Description of work performed by employee:*

**Monthly
Rate**

Personnel Requirements:

Professional Research & Analysis	\$ 1
Production Management	\$ 2
Directing	\$ 3
Producing Video and Broadcast	\$ 4
Production Assistance	\$ 5
Editing	\$ 6
Public Outreach - Leads	\$ 7
Public Outreach - Assistance	\$ 8
Maintenance/Uplink Engineering	<u>\$ 9</u>

Total Monthly Personnel Costs \$ 45

	<u>FY'97</u>	<u>FY'98</u>	<u>FY'99</u>	<u>FY'00</u>
TOTAL ANNUAL COSTS*	\$ 540	\$ 567	\$ 595	\$ 625
TOTAL VENDOR COST**				

*Increased 5% annually (FY'98-FY'01)

**Net present value = 6%

Appendix E

EVALUATION POINT DISTRIBUTION

The evaluation criteria reflect a wide range of considerations. While a contractor's composite hourly rate is important, other factors are also significant. Careful selection among the variety of qualifications and services available depends on assessment of vendor and personnel qualifications, their impact on DIS staff, and numerous additional qualitative and quantitative considerations. Consequently, DIS may not select the lowest cost proposal. The objective is to choose a reliable and experienced vendor capable of providing effective services within a reasonable budget and time frame.

The evaluation will consider four basic types of criteria:

1. Management Requirements (10% of total points);
2. Technical Requirements (40% of total points);
3. Financial Requirements (25% of total points); AND
4. Presentation Requirements (25% of total points).

Appendix F

PROTEST PROCEDURES

A. Procedure

This protest procedure is available to vendors who submitted a response to this solicitation and have received a debriefing conference. Protests are made:

1. To DIS after DIS has announced the Apparently Successful Vendor. Vendor protests shall be received by the RFP Coordinator (Section 1.5) in writing within five business days after the vendor debriefing conference.
2. To the ISB for acquisitions conducted by DIS only after protesting first to DIS and DIS resolution is not satisfactory to the protesting party. Protests to the ISB shall be made within five business days after the vendor has received notification of the DIS decision.

B. DIS Review Process

Agencies conducting competitive acquisitions of Information Technology Resources shall provide the protest process to the vendor. The agency review shall precede all other reviews.

Upon receipt of a vendor protest, DIS will postpone signing a contract with the apparent successful vendor until the vendor protest has been resolved.

DIS will perform an objective review of the protest by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the vendor and all other facts known to DIS.

DIS will render a written decision to the vendor within five business days after receipt of the vendor protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

C. Final Determination

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest, or
3. Find merit in the protest and provide the agency with options which may include:
 - Correct its errors and reevaluate proposals, and/or
 - Reissue the vendor solicitation document; or
4. Make other findings and determine other courses of action as appropriate.
5. Not require the agency to award the contract to the protesting party or any other vendor, regardless of the outcome.

D. Grounds for protest are:

1. Errors were made in computing the score.
2. The agency failed to follow procedures established in the solicitation document, the ISB policy: Acquisition and Disposal of Information Technology Resources, or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

E. Format and Content

Vendors making a protest shall include, in their written protest to DIS, all facts and arguments upon which the vendor relies. Vendors shall, at a minimum, provide:

1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition; issuing agency, acquisition method.
3. Specific and complete statement of the agency action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the ISB, a copy of the DIS written decision on the protest.

F. ISB Review Process

Protests to the ISB may be made for acquisitions conducted by DIS. Protests of the decisions of DIS shall be made by letter to the Chair, ISB, who may establish procedures to resolve the protest. Protests shall be received by the Chair, ISB, within five business days after the decision of DIS in order to be considered. The resulting decision is final, with no further administrative appeal available.

Appendix G

PROPOSAL CONTENTS

Vendor Response Section

(Tab each section)

RFP Section

MANAGEMENT RESPONSE (VOLUME 1)

(3 copies)

1. Proposal Certification (Appendix A)1.8.4
2. Third Party Vendor..... 1.8.25
3. Minority and Women Business Enterprise Consideration..... 1.9
4. Vendor Information Requirements4.1 - 4.5
5. Cover Letter4.7.1
6. Exceptions and/or Modifications to Contract Terms and Conditions4.7.4
7. ***Customer Reference forms (Appendix L)***
(to be inserted into Volume by DIS) **4.3**

Note: No rates or costs are to be reported in Volume 1.

TECHNICAL RESPONSE (VOLUME 2)

(4 copies)

Functional Requirements

1. Responses which describe approach to meeting mandatory requirements2.1.1 - 2.1.4
2. Personnel Information form (Appendix C)2.1.1 - 2.1.4
3. ***Personnel References (Appendix K)***
(to be inserted into Volume by DIS) **2.**

Vendor Support Requirements

4. Responses to specified requirements3.1 - 3.6

Note: No rates or costs are to be reported in Volume 2.

FINANCIAL RESPONSE (VOLUME 3)
(2 copies)

1. Responses to pricing information (Appendix J)4.6.1
2. Commitment that prices will be effect for 12 months from contract
execution4.6.1
3. First year cost not to exceed \$375,000.....4.6.3

PRESENTATION

Elements of Presentation Required of Three Finalists

1. Process for video and broadcast productions.....5
2. Marketing Plan5
3. Approach to Professional Research and Analysis function5
4. Experience with integration of technologies5
5. Samples of work.....5
6. Vision of video telecommunications industry.....5
7. Approach to merging personnel into WIT environment5
8. How ensure quality personnel hired for functions5

Appendix H

ADMINISTRATIVE SCREENING CHECKLIST

VENDOR'S NAME _____

REVIEWER'S NAME _____

YES **NO**

Administrative Requirements:

___	___	1. Vendor attended Pre-proposal Conference	1.8.1
___	___	2. Letter of Intent to Propose received and on time	1.8.2
___	___	3. Information about vendor's representative complete:	1.8.2
___	___	• Name of Vendor Representative	
___	___	• Title	
___	___	• Name of Company	
___	___	• Address	
___	___	• Telephone number	
___	___	• Fax Number	
___	___	• Statement of Intent to Propose	
___	___	4. Appendix A signed (Volume 1)	1.8.4
___	___	5. Proposal received on time and at correct location	1.8.10
___	___	6. Proposal format meets RFP requirements	1.8.12
___	___	7. Cost data not included in Management Response (Vol. 1)	1.8.12.5
___	___	8. Cost data not included in Technical Response (Vol. 2)	1.8.12.5
___	___	9. Proposal bound correctly in three volumes	1.8.12.5
___	___	10. Proposal meets format requirements in Appendix G	1.8.13
___	___	11. Three (3) copies of Management Response (Volume 1)	1.8.23
___	___	12. Four (4) copies of Technical Response (Volume 2)	1.8.23

_____	_____	13. Two (2) copies of Financial Response (Volume 3)	1.8.23
_____	_____	14. OMWBE certificate required? (Volume 1)	1.9

Functional Requirements:

_____	_____	15. Approach to meeting functional mandatory requirements 2.1.1-2.1.4 (Volume 2)	2.
_____	_____	16. Personnel Information forms (Appendix C) (Vol. 2) (not more than 2 per function)	2.
_____	_____	17. Personnel Reference forms (Appendix K) Received by due date. (two organizations for each person) (Vol. 2)	2.
_____	_____	18. Rate for each Function 2.1.1-2.1.4 (Volume 3)	2.

Vendor Support Requirements:

_____	_____	19. Vendor describe experience and expertise with acquisitions (Volume 2)	3.1.1
_____	_____	20. Satellite Transponder Time (STT) (Volume 2):	3.1.2
_____	_____	• STT--Experience buying and commit prices not 5% higher than competitor.	
_____	_____	• STT--Accessibility, and turn around time.	
_____	_____	21. Approach to preventive maintenance and maintenance of Production equipment (Vol. 2)	3.2
_____	_____	22. Video production--describe process, include budgeting (Volume 2)	3.3
_____	_____	23. Broadcast--describe process, include budgeting (Vol. 2)	3.3
_____	_____	24. Integration of technology (Volume 2) (DO)	3.4
_____	_____	25. Vendor describe personnel transition and training plan: (Volume 2)	3.5
_____	_____	• Transition into WIT's environment	
_____	_____	• On-going developmental training	
_____	_____	26. Marketing plan (Volume 2)	3.6

Vendor ID Requirements:

		27. Vendor ID requirements include (Volume 1):	4.1
_____	_____	• Business name and home office address	
_____	_____	• Home office telephone number	
_____	_____	• Name, title and telephone number of vendor's Contracting Officer	
_____	_____	• Full address and telephone number of vendor's local office that services the Olympia area; if same as home office, state "same"	
_____	_____	• Vendor's Federal Employer ID number	
		28. Vendor organization requirements include (Volume 1):	4.2
_____	_____	• Parent and/or subsidiary companies	
_____	_____	• Structure of the organization	
_____	_____	• Total number of years in business	
_____	_____	29. Customer references (Appendix L) (3 each vendor) (Volume 1)	4.3
		30. Vendor financial responsibility (Volume 1)	4.4.1
_____	_____	• Financial statement with name, address, phone number of companies financial/banking officer.	
_____	_____	• CPA	
_____	_____	• Judgment/litigation disclosure	
_____	_____	• Describe organization	4.4.2
_____	_____	• Credit rating and name of rating service	
_____	_____	• Banking reference	
_____	_____	31. Agreement performance (Default) (Volume 1)	4.5
_____	_____	32. Pricing for each service and function in Sections 2 and 3 (Appendix J) (Volume 3)	4.6.1
_____	_____	33. Vendor commits to prices for one year (Volume 3)	4.6.1
_____	_____	34. First year costs not to exceed \$370,000 (Volume 3)	4.6.3

Appendix J

COST FORM

The vendor must fill out this Cost Form according to Section 4.6.1 and commit that the rates and costs shall be fixed and shall not be exceeded for a period of twelve (12) months from the date of the fully executed agreement.

These rates and costs will be input by DIS to an electronic spreadsheet (Appendix D) to calculate the total cost per year. The proposed first-year costs must not exceed \$375,000.

FUNCTION

MONTHLY RATE

2.1 Personnel Requirements:

2.1.1 Professional Research and Analysis *(15 hours/month) ...

2.1.2 Production:

• Production Management

• Directing

• Producing for video production & broadcast

• Production Assistance

• Editing.....

2.1.3 Public Outreach and Awareness:

• Leads

• Assistance

2.1.4 Maintenance/Uplink Engineering**

REQUIREMENT

4.6 Annual percent increase of costs, if other than 5%

_____ (%)

* DIS expects the vendor to spend an average of 15 hours per month on this function. The actual number of hours may vary from month to month but the vendor must charge a flat monthly rate.

** DIS expects the vendor will work less than full time. The actual number of hours may vary from month to month but the vendor must charge a flat monthly rate.

Note: DIS will not pay overtime.

Appendix K

PERSONNEL REFERENCE

The Washington State Department of Information Services , Washington Interactive Television section, is conducting a Request for Proposals (RFP) to acquire video production and satellite broadcast services.

Vendors responding to this RFP must provide personnel references from firms where its candidates have performed those services being solicited in the RFP. These references will be a part of the evaluation of those vendors competing for this contract.

Your firm has been given as a reference by _____(vendor name) for _____(individual's name). This vendor has indicated that this individual has performed some of the services listed on the next page for your firm.

It is very important to the vendor who is responding to this acquisition that you mail or fax the attached forms to:

Bobbie Liberty, RFP Coordinator
Department of Information Services
Washington Interactive Television
710 Sleater-Kinney Road, Suite Q
PO Box 42445
Olympia, WA 98504-2445
Tel: 360/407-0435
Fax: 360/438-7996

If the Personnel Reference form is not received by the RFP Coordinator by June 14, 1996, the vendor will not receive evaluation points for this reference.

Please use this area to add any comments you feel may be helpful in our evaluation of this individual.

PERSONNEL REFERENCE FORM

Company Name: _____ Your Name and Title: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Description of Company's Services: _____

Vendor Name: _____ **Individual's Name:** _____

- Please indicate which of the services were provided by this individual by circling the appropriate performance rating for the service in the "Rating" column:
(0 being unsatisfactory, 2 being average, and 4 being outstanding).
- Indicate the number of months these services were provided by this individual in the "Time" column.

Rating	Time/Mos.	Function
0 1 2 3 4		<u>Professional Research and Analysis</u> - Assisted management with planning and implementation in the following areas: engineering, transmission, facilities, facilities and equipment maintenance, equipment recommendations and acquisitions, acquisition of satellite transponder time, interfacing technical systems, staffing, public outreach, communications (public affairs and media relations), and various other production and telecommunications issues for strategic planning and direction as needed.
0 1 2 3 4 0 1 2 3 4 0 1 2 3 4 0 1 2 3 4 0 1 2 3 4		<u>Production</u> - Performed the following video production and studio/satellite functions: <ul style="list-style-type: none"> • Production Management • Directing • Producing for video production and broadcast • Production Assistance • Editing
0 1 2 3 4 0 1 2 3 4		<u>Public Outreach</u> - Developed and implemented outreach plans (i.e., Marketing Plans) <ul style="list-style-type: none"> • Leads • Assistance
0 1 2 3 4		<u>Maintenance/Uplink Engineering</u> - Performed as an uplink operator for satellite broadcast; and in addition, installed, tested, maintained, troubleshot, and repaired all video production and satellite broadcast equipment and systems, was "on-call" to respond to serious maintenance issues, and performed preventative maintenance.

Rate the individual's strengths in the following areas (using the same scale):

0 1 2 3 4	Interaction with superiors
0 1 2 3 4	Interaction with peers
0 1 2 3 4	Interaction with subordinates
0 1 2 3 4	Interaction with clients
0 1 2 3 4	How does the individual deal with conflict

Would you retain the same services of this individual again? ____ YES ____ NO

Appendix L

CUSTOMER REFERENCE

The Washington State Department of Information Services , Washington Interactive Television section, is conducting a Request for Proposals (RFP) to acquire video production and satellite broadcast services.

Vendors responding to this RFP must provide vendor performance references from its customers . These references will be a part of the evaluation of those vendors competing for this contract.

Your firm has been given as a reference by _____(vendor name). This vendor has indicated that it has performed some of the services listed on the next page for your firm.

It is very important to the vendor who is responding to this acquisition that you mail or fax the attached forms to:

Bobbie Liberty, RFP Coordinator
Department of Information Services
Washington Interactive Television
710 Sleater-Kinney Road, Suite Q
PO Box 42445
Olympia, WA 98504-2445
Tel: 360/407-0435
Fax: 360/438-7996

If the Customer Reference form is not received by the RFP Coordinator by June 14, 1996, the vendor will not receive evaluation points for this reference.

Please use this area to add any comments you feel may be helpful in our evaluation of this vendor.

CUSTOMER REFERENCE FORM

Company Name: _____ Your Name and Title: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Description of Company's Services: _____

Vendor Name: _____

- Please indicate which of the services were provided by this vendor by circling the appropriate performance rating for the service in the "Rating" column:
(0 being unsatisfactory, 2 being average, and 4 being outstanding).
- Indicate the number of months these services were provided by this vendor in the "Time" column.

<u>Rating</u>	<u>Time/Mos.</u>	<u>Function</u>
0 1 2 3 4		<u>Professional Research and Analysis</u> - Assisted management with planning and implementation in the following areas: engineering, transmission, facilities, facilities and equipment maintenance, equipment recommendations and acquisitions, acquisition of satellite transponder time, interfacing technical systems, staffing, public outreach, communications (public affairs and media relations), and various other production and telecommunications issues for strategic planning and direction as needed.
0 1 2 3 4 0 1 2 3 4 0 1 2 3 4 0 1 2 3 4 0 1 2 3 4		<u>Production</u> - Performed the following video production and studio/satellite functions: <ul style="list-style-type: none"> • Production Management • Directing • Producing for video production and broadcast • Production Assistance • Editing
0 1 2 3 4 0 1 2 3 4		<u>Public Outreach</u> - Developed and implemented outreach plans (i.e., Marketing Plans) <ul style="list-style-type: none"> • Leads • Assistance
0 1 2 3 4		<u>Maintenance/Uplink Engineering</u> - Performed as an uplink operator for satellite broadcast; and in addition, installed, tested, maintained, troubleshoot, and repaired all video production and satellite broadcast equipment and systems, was "on-call" to respond to serious maintenance issues, and performed preventative maintenance.

<u>Rating</u>	<u>Time/Mos.</u>	<u>Function</u>
0 1 2 3 4 0 1 2 3 4		<u>Acquisition Support</u> - <ul style="list-style-type: none"> • Acquire equipment and software • Purchase satellite transponder time at best possible price for customer-specified time
0 1 2 3 4		<u>Integration of Technologies</u> Terrestrial-based compressed digital videoconferencing system with studio control room and uplink.

Please rate the vendor's overall performance in each category by circling the appropriate number in the "Performance Rating" column:

(0 being unsatisfactory, 2 being average, and 4 being outstanding).

<u>Performance Rating</u>	<u>Category</u>
0 1 2 3 4	Responsiveness
0 1 2 3 4	Communication
0 1 2 3 4	Appropriately Pro-active or Re-active
0 1 2 3 4 0 1 2 3 4 0 1 2 3 4	Difficult Situation: <ul style="list-style-type: none"> • Employee • Equipment • Contract Issues
0 1 2 3 4	Training of Vendor Employee(s)
0 1 2 3 4	Practiced sensitivity to diversity
0 1 2 3 4	Overall Satisfaction

Would you retain the same services of this vendor again? ____YES ____NO

Appendix M

WIT Business Strategy

January 1996

Vision

Washington Interactive Television: Making government something to be proud of...

Mission

WIT is a world-class communications organization that's in business to make government more accessible and efficient through the use of affordable, interactive visual technologies.

Guiding Principles

1. Interdependence is key to the ultimate success of WIT and its customers. We build lasting, mutually beneficial client relationships through understanding and responding appropriately to business needs, in a way that results in long-term utilization of WIT services.
2. We value our customers by serving them professionally, creating accessibility, providing education, building their confidence, and delivering quality services that exceed expectations.
3. We value open, honest, and professional communications with each other and with our customers.
4. WIT is a learning organization which models a creative and outstandingly effective culture that is motivated, inspired, healthy, knowledgeable, rich in diversity, and supportive individually and for the team as a whole.
5. We value a work environment where:
 - creativity is balanced with excellent processes and structure;
 - work is balanced with humor, fun, and job satisfaction;
 - strength and ambition are balanced with vulnerability and sensitivity;
 - long term goals are balanced with flexibility and the ability to embrace change;
 - pioneering spirit is balanced with sound business practices;
 - bureaucracy is kept at bay; and self-esteem is nurtured.

Goals

1. Achieve cost-recovery in FY-98 for the combined WIT services: in FY-97 for broadcast production; in FY-98 for videoconferencing.
2. Attract new and return customers that by end of FY-96 will generate \$1,058,018 in broadcast production and \$440,490 in videoconferencing. From July 1, 1996 to December 30, 1996 generate \$720,360 in broadcast production, and \$429,000 in videoconferencing.
3. Re-bid, award and implement a new broadcast production contract by June 30, 1996.

4. Fully implement the WIT marketing plan by June 30, 1996.
5. Ensure that WIT staff is thoroughly trained in relationship selling techniques by August 30, 1996.
6. Gain recognition for a prominent role in a high profile, national event by December 31, 1996.
7. Re-establish the WIT Videoconferencing partnership based on a foundation of shared principles and common goals by May 1, 1996.
8. Analyze and expand, as appropriate, our videoconferencing bridging service to support new partners/users by October 30, 1996.
9. Develop multi-media into a new service offering by July 1, 1996, with plans for cost-recoverability.
10. Institute individualized training plans for WIT staff by March 1, 1996.

PROJECTED BUSINESS VOLUME
FY'97 -- FY'01

	<u>FY'96</u>	<u>FY'97</u>	<u>FY'98</u>	<u>FY'99</u>	<u>FY'00</u>	<u>FY'01</u>	<u>TOTAL</u> <u>FY'97-'01</u>
Total Units							
Satellite Broadcast (Hours)	97	131	177	230	299	373	1,210
Broadcast Prod (Events)	40	54	73	96	123	154	500
Taped Production (Finished Minutes)	900	1080	1296	1555	1866	2240	8,037

Appendix N

WIT Marketing Plan 1995-96 -- Executive Summary

Overview of WIT Services in Washington State

WIT is the statewide video telecommunications system serving state and local government, elected officials and the education community. It is designed as a cost-recoverable service offered by the Washington State Department of Information Services in partnership with the Office of the Superintendent of Public Instruction and the Educational Service Districts.

Among the larger customer population including boards and commissions, WIT has served 42% of the market. On the whole, every branch of government (legislative, executive and judicial) has used WIT's services in some capacity. However, WIT's current customer base is only a fraction of the potential market for our services. There is a great need for telecommunications in Washington state, evidenced by how actively the market is looking for alternatives to travel. In the past several years, the market has significantly increased their spending on telecommunications services offered by WIT (see table below).

WIT Service Offering	1992 Actual Revenue	1993 Actual Revenue	1994 Actual Revenue	1995 Actual Revenue	1996 Projected Revenue
Satellite Broadcast	\$27,250	\$117,723	\$137,417	\$285,940	\$435,000
Videoconferencing	\$0		\$50,762	\$201,561	\$586,950
Videotape Production	\$4,000	\$16,488	\$77,384	\$320,402	\$765,000
Total	\$31,250	\$134,211	\$265,563	\$807,903	\$1,787,550

In spite of this dramatic progress, the need for education of the market continues to be great. A good majority, although they may have heard of WIT, don't understand what WIT offers nor how they would use it. **Thus, the marketing efforts over the next year will focus on increasing clients' understanding of how they can use WIT services in their business.**

Target Market

After reflecting on the original three market segments WIT was designated to serve, our target market has evolved around the needs of state agencies, boards and commissions with headquarters in Olympia, specifically the decision makers within those organizations.

While WIT's production capabilities are best suited for state government, the videoconferencing system also meets the needs of the K-12 and higher education communities. WIT is also well

suited to serve private non-profit entities, with billing occurring through the education partners. However, proactive marketing activities are not focused on the private sector.

Market Position

Overall, WIT has a strong market position in the emerging field of telecommunications in Washington state government. The market perceives WIT as a creative, innovative and knowledgeable organization that operates like an entrepreneurial enterprise. With a knowledgeable staff and high quality technical resources, WIT is highly respected for producing quality programs. Clients genuinely enjoy working with WIT staff because they are perceived to be experts in their field and have a “can-do” attitude. WIT tends attract innovators and go-getters in state agencies - those who are really looking to do something better.

Marketing Approach/Philosophy

WIT has adopted a unique marketing technique called relationship selling. The basis of this approach is to develop long-term relationships with clients to understand their true business needs. In building relationships with clients we concentrate on the their goals to enable us to recommend & consult on how WIT services can assist in accomplishing their long-term objectives. As communication and training is an on-going need for the market, WIT concentrates on the long-range plans for those areas. Our strategic marketing approach is to have clients using the services on an on-going basis.

Pricing

Videoconferencing - For the most part, WIT clients are comfortable with the \$110/hr/site rate for videoconferencing. Clients often express that this cost is nominal, especially when compared to potential traveling expenses. Currently there is only one other provider of videoconferencing in the Olympia area - a public Sprint operated site located at Kinkos. Sprint and Kinkos’ mass marketing of their videoconferencing service will further educate our market and help spur demand. At a starting rate of \$150/hr/site it is significantly higher than ours.

Broadcast and Video Production - Most clients have no experience with broadcast technology nor video production, and thus have no frame of reference for cost. Currently, WIT has the only satellite uplink in Olympia. On the surface, the \$1,400/hour satellite rate is often perceived to be expensive when compared to videoconferencing. This is further complicated by the fact that state clients typically don’t have discretionary funds for programs. Instead, they must be committed to re-directing money from other budget areas to fund their satellite program or video production. With video tape productions, in particular, clients don’t know what product they want. These potential “barriers” highlight the importance of relationship building with our production clients to help them understand the technology and its value in their business. It is critical that we work closely with each client to clarify their expectations, create realistic budgets and deliver a successful product that meets their needs.

Overall, our pricing for all services assures the client of a well trained staff who can be trusted to deliver a quality product that will meet their identified needs.

Marketing challenges for upcoming year

- Agency trainers' reluctance to use WIT in favor of traditional classroom delivery for training.
- The development of additional/duplicate teleconferencing and related systems by other state agencies/organizations.
- Expansive statewide downlink infrastructure that's unorganized, inefficiently used and expensive for our clients to use.
- Low utilization of WIT by some of the larger state agencies (i.e. Ecology, Transportation, Revenue, L&I, Personnel, Natural Resources).
- Executive management support in agencies to encourage their employees' use of WIT.
- Increase WIT staff's responsiveness to clients' inquiries & requests.
- Clearly communicating with clients what their responsibilities are since we cannot provide one WIT contact for clients doing a program.
- Consistent customer service at all videoconferencing sites.
- Gaining consistent client commitment to programs vs. the state budget cycle.
- Increasing clients' understanding of *how* to use WIT services.

Appendix P

How People Are Using WIT

SATELLITE BROADCAST

Department of Transportation Re-organization

With 5,000 employees anxiously awaiting news of their agency's reorganization plans, Sid Morrison, Secretary of the Department of Transportation, went on-the-air with a satellite broadcast to share his vision of their future. His one-hour program was distributed live over cable television channels across the state so employees could watch from their homes! All levels of employees from all over the state had the opportunity to speak directly to the Secretary and ask him questions over WIT's toll-free phone lines. All participating employees heard the same information at the same time, so the message was clear and direct.

Department of Corrections Staff Training

Imagine training 150 people at four sites throughout Washington in just two consecutive mornings. That's exactly what the Department of Corrections did by broadcasting an 8-hour training program via satellite. By participating in the training at satellite downlink facilities in their home communities, employees saved the agency more than \$300,000. Instructors accomplished in-depth dialogue and discussion with participants via phone for effective interaction.

Seattle Central Community College Bilingual Education Series

Many teachers today face rising numbers of students who speak native languages other than English. To help those teachers develop appropriate techniques in multi-cultural education, and enhance literacy for English-as-second-language learners, the Seattle Central Community College provided a 10-week television series called "Staff Training in Bilingual Education via Satellite." This in-service series reached 20 locations throughout Washington State and delivered vital information to hundreds of educators. The participants earned college credits toward bilingual education certificate endorsement, and had the opportunity to interact with a team of quality trainers over television.

Department of Social and Health Services (DSHS) Press Conference

How do you get the word out quickly on important research findings? DSHS opted to host a press conference over satellite to report on the results of a study on Washington's youth. Media representatives were invited to tune in to the "Washington Kids Count" broadcast from WIT's television studio in Lacey, and call in with their questions. Media was also provided the convenient option of including video segments from the broadcast in their nightly news programs — all without leaving their newsrooms!

The Traffic Safety Commission

With drinking and driving laws changing quickly, it was imperative to bring those key changes to judges, court personnel, probation officers, prosecutors, county officials, law enforcement, the rehabilitation community, and state agency staff. The Traffic Safety Commission, in conjunction with the Department of Social and Health Services, introduced Washington State's new DUI laws to such distinct groups statewide by broadcasting over satellite. This diverse audience was brought together to learn about the changes to the law, and hear the implications for their respective areas just as the law went into effect.

VIDEOCONFERENCING

Office of Superintendent of Public Instruction

To encourage interaction between youth and legislators, and familiarize students with the legislative process, the Office of Superintendent of Public Instruction initiated the unique “It Ought To Be A Law” program so that middle school children throughout the state could meet with their local legislators to discuss pending legislation. The students researched bills on youth issues such as violence, crime, child abuse, education, and runaways, and then had the opportunity to interact directly with their legislators. Thirty to forty students participated in each of nine WIT videoconference rooms throughout the state, and provided their insights to legislators minutes away from critical votes on the floor.

Department of Ecology

Water pollution is of vital concern to all of us. To teach farmers how to protect our ground water, rivers and streams from contamination by cow waste, the Water Quality Division conducted a public meeting on the subject with 75 farmers in seven rural areas. In one two-hour videoconference, Ecology staff provided critical information to many people in many locations which otherwise would have taken weeks of travel to accomplish.

The Washington Apple Commission

The recruitment process can be immensely time-consuming. But by using videoconferencing, the Apple Commission’s Personnel Manager interviewed job applicants from all over the country without ever leaving Wenatchee! By combining WIT’s videoconference sites with the Sprint worldwide network, the Personnel Manager was able to reach the broadest possible pool of candidates in Washington and the entire country. Now, that’s an effective, efficient, and smart way to recruit top candidates for the team!

VIDEO TAPE PRODUCTION

Health Services Commission

Health care reform is a hot issue today. And the Health Services Commission is responsible for Washington State’s health care reform efforts. Sharing complex information with citizens accurately, quickly, and on a large scale is no simple task. But by developing an effective video tape that covers the key issues in a visually interesting and memorable way, video turned out be the perfect solution for reaching a large audience in varied venues.

Liquor Control Board

The Liquor Control Board recently implemented a new statewide point-of-sale computer system in all of their liquor retail outlets. Clear and flexible training on the use of the new system was essential for their statewide sales force. By producing a training video tape through WIT, and distributing copies to each store throughout the state, the Liquor Control Board was able to provide effective training to all store personnel, on their own individual store schedules. And it works as a great tool for training new employees, too!